

COLLECTIVE AGREEMENT

BETWEEN

SENSENBRENNER HOSPITAL, KAPUSKASING

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L. - C.I.O. - C.L.C.**

FULL-TIME UNIT

RECEIVED
JUL 23 2004

EXPIRES: OCTOBER 10, 2004

05942 (08)

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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 204
(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.
- 1.0% 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

See Local Provisions Appendix L2

ARTICLE 3 - MANAGEMENT RIGHTS

See Local Provisions Appendix L3

ARTICLE 4 - DEFINITIONS4.01 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.

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

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

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made and their work site (if the bargaining unit covers more than one site) and the employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the hospital agrees to provide the union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

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.
- (9) The number of stewards and the areas which they represent are to be determined locally.

See Local Provisions Appendix L7

7.03

Central Bargaining Committee

In future central bargaining between 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 eight, and in no case will more than one 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 eight hospitals accordingly.

It is understood that this clause does not apply to a hospital that is not participating in Central Bargaining.

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 number of stewards and the areas which they represent are to be determined locally.

See Local Provisions Appendix L7

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, as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

It is agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

Where two or more agreements exist between a Hospital and SEIU the Committee may be a joint one representing employees under both agreements, unless otherwise agreed

See Local Provisions Appendix L7

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 For the purpose 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 his 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. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Director, Human Resources or designate.

A meeting will then be held between the Director, Human Resources or the designate 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 2, 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 2 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, 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 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

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

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

8.08

- (a) 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 2 is given, the grievance shall be deemed to have been abandoned.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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

- (a) 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.

- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.

- 8.1 ■ No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY9.01 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.

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;

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

9.05

Effect of Absence

Unless Otherwise provided in the Collective Agreement:

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

Effective October 11, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB or LTD benefits. Such payment shall also continue

while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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

Effective October 11, 2002, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB or LTD benefits or while an employee is on sick leave (including the Employment Insurance Period).

9.06 Seniority List

See Local Provisions Appendix L9

ARTICLE 10 - JOB SECURITY

- 10.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.
- (b) Staff Planning Committee
In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:
- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

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

Composition and Meetings

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

Meetings of the Committee shall be held during normal working hours.

Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. 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.

It is understood that all of the above shall be completed in a timely manner.

10.02

(a) Notice of Lay-off

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

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to elect from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).
- (c) Within thirty (30) days from the date of notice of 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 two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the 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.

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 lay-off, 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 lay-off shall have the right to either:
 - (i) accept the lay-off; 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 lay-off 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 7% of the laid off employee' straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) An employee shall have opportunity of recall from a lay-off 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 lay-off 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 lay-off or notice of lay-off 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 lay-off.
- (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 lay-off 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 lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

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 lay-off 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 five (5) 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.

13.05 RPN Utilization

The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

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

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off, without loss of regular pay from regularly scheduled hours, in conjunction with the death 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. The Hospital, in its discretion, may extend such leave with or without pay.

Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

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

- .01 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.
- .02 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) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the

commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05

Parental Leave

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

- (9) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, 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 Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that 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).

See Local Provisions Appendix L15

15.08 Pre-Paid Leave Plan

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (9) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the

employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

15.09

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

See Local Provisions Appendix L16

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 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.

It is understood however that no overtime will be paid where the time worked was a result of an exchange of shifts between employees.

- (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.

Effective October 11, 2002, this amount shall be increased to \$2.50 per hour.

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 (45) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

This amount shall increase to fifty-five (55) cents effective November 16, 2001, sixty (60) cents effective October 11, 2002, and sixty-five (65) cents effective October 11, 2003.

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 Workplace and Safety Insurance 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

An employee shall be paid a weekend premium of forty-five (45) cents 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.

This amount shall increase to fifty-five (55) cents effective November 16, 2001, sixty (60) cents effective October 11, 2002, and sixty-five (65) cents effective October 11, 2003.

ARTICLE 18 - ALLOWANCES18.01 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 Paramedic 1's 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 Paramedic 1's 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. Paramedic 1's 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

See Local Provisions Appendix L18

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 (35) cents per mile (to a maximum of fourteen dollars (\$14.00) or such greater amount as the Hospital may in its discretion determine for each trip between the

aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

See Local Provisions Appendix L19

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.

Effective September 1, 2002 and on that date for each subsequent year the Hospital will provide \$80.00 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 Payment for Working Overtime on a Holiday

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 times his regular straight time hourly rate for such additional authorized overtime.

Paid Holidays

- (a) 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.
- (b) If any of the designated 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.
- (c) An employee required to work on any of the designated 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.
- (d) 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.

See Local Provisions Appendix L20 for Designation of Paid Holidays

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. Effective October 11, 2002, an employee who has completed twenty-three (23) 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.

Effective October 1, 2003, the following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service as of April 30th, shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service as of April 30th shall be entitled to an additional five (5) days vacation with pay.

To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

See Local Provisions Appendix L21

21.02 Approved Leave of Absence During Vacation

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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.

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

See Local Provisions Appendix L21

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).

Effective November 16, 2001, the vision care shall increase to \$150.00 every 24 months and the hearing aid allowance will be cost of acquisition per individual every 36 months.

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. Effective November 16, 2001, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.
- (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.

22.02 Change of Carrier

A copy of all current master policies of the benefits referred to in this article shall be provided to the union.

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

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 Workplace and Safety Insurance 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

Workplace and Safety Insurance 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 1992 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' Safety and Insurance 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.
- (9) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (g) Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). 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.
- (i) Pay for Medical Certificates

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

24.02 Worker's Safety and Insurance Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace and Safety Insurance 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.

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 and provide details at least fourteen (14) days prior to posting. 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.
- (c) 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

Wage - sifi remiums

See Local Provisions Appendix L25

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 – EDUCATION FUND

- 27.01 If the local union indicates to the Hospital that a special assessment of \$0.03 per hour for union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

Such assessment along with a listing of employees will be paid on a quarterly basis into a trust fund established and administered by the applicable SEIU Local Union for this purpose.

ARTICLE 28 – PROFESSIONAL RESPONSIBILITY

- 28.01 The following provision will be effective November 16, 2001, and will expire on October 9, 2004.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the collective agreement.

ARTICLE 29 – DURATION

29.01 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.

29.02 Term

This Agreement shall become effective on the 1st day of October, 2001 and shall continue in effect until October 10, 2004, 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.

ARTICLE 30 – MISCELLANEOUS ITEMS

See Local Provisions Appendix L30

IN WITNESS WHEREOF
IN WITNESS WHEREOF the parties hereto have executed this Agreement this 17 day of June, 2004.

FOR THE UNION

Suzanne Lunde

Marataeum

Hebbie Entoff

Julie Rose

FOR THE HOSPITAL

Shan Spach

Clayton

**MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS
BETWEEN**

“THE HOSPITAL”

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

The local parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 – Probation

- 2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven and one-half (337 1/2) hours of work ($45 \times 7.5 \text{ hours} = 337.5$).

In all other respects the terms of probation will be in accordance with the collective agreement.

Article 3 – Hours of Work

- 3.1 The normal or standard extended workday shall be _____ hours per day.
- 3.2 (Detailed description with an attached schedule where appropriate.)

3.3 (Where applicable)

Failure to provide _____ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the _____ hour period.

Where the _____ hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 4 – Scheduling

(Scheduling conditions to be determined locally (i.e. weekends off, consecutive shifts worked, etc.)

Article 5 – Overtime

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.
- 5.2 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 – Rest and Meal Periods

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.
- 6.2 (The length of the meal period to be determined locally).

Article 7 – Sick Leave and Long-Term Disability

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

Article 8 – Paid Holidays

(Applicable to Full-time Employees Only)

- 8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (Article 16).
- 8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular

straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 – Vacation

9.1 (Applicable to Full-time only)

Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

Article 10 – Temporary Transfers

10.1 In Article 25.03 of the collective agreement, replace “for a period in excess of one-half a shift” with “in excess of 3.75 hours” for extended tours.

Article 11 – Responsibility Allowance Outside the Bargaining Unit

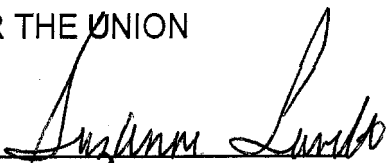

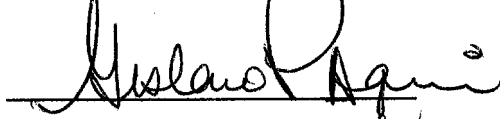

In Article 17.07 of the collective agreement replace “in excess of one-half of a shift” with “after 3.75 hours” for extended hours.

Article 12 – Termination

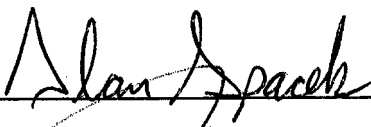
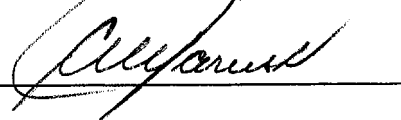
12.1 Either party may, on written notice of _____ (days/weeks) to the other party, terminate the Agreement for and reason.

SIGNED AT TORONTO THIS 17 DAY OF June 2004.

FOR THE UNION

FOR THE HOSPITAL

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, Ontario, this 17 day of June, 2004.

FOR THE UNION

Suzanne Saville

Marcia Aumont

Hebbie Duff

Julian Agre

FOR THE HOSPITAL

Alan Spack

[Signature]

WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern.


Letter of intent


Regarding the Utilization of RPN Skills

The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Service Employees International Union and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

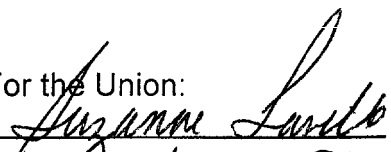
- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by a hospital representative and a representative from SEIU.
- The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.


For the Hospitals:







For the Union:









Letter of intent

Re: Joint Benefits Review 1

The central parties agree to meet in a joint committee to be established pursuant to this letter of intent. The committee will meet to discuss the following:

- Topic of and make recommendations regarding modified work and HOODIP within a 6-month period;
- Entitlement and costs associated with the insured benefit coverage provided to active and retired employees; and
- Where possible, review and evaluate the findings of other committees established to discuss benefits.

The Committee will make recommendations to their respective Central Bargaining Teams prior to the commencement of the next round of bargaining.

For the Hospitals:

Alan D. Smith
Cleopatra

For the Union:

Suzanne Luro
Marctaurine
Debbie Zentgraf
Debrae P. Ague

Letter of Intent

RE: Standardization Committee

The central parties agree to establish a committee that will meet and confirm the contents of a standard format within 90 days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

For the Hospitals:

Alan Spicel
Cleveland

For the Union:

Suzanne Laville
Marctowne
Debbie Skiff
Julius Ryan

Letter of Intent


Re: Staff Planning Committee and Charney Board


The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

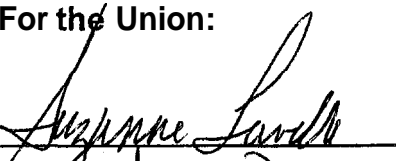
The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

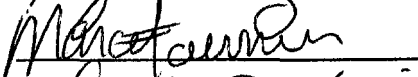
For the Hospitals:




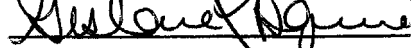


For the Union:









LOCAL PROVISIONS APPENDIX

L2 Scope and Recognition

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.

L3 Management Rights

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.

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.

L7 Union Representation and Committees

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.

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.

Negotiating Committee

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 SEIU Local 204 may attend negotiating meetings.

about Management Committee

An equal number of representatives of each party, not exceeding 4 members from the combined full-time and part-time units and 4 members from the Hospital, shall meet at a time and place mutually satisfactory.

L9 SenioritySeniority Lists

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.

L15 Union Leave

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.

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.

L16 Hours of WorkWeekends Off

In scheduling shifts, the Hospital will schedule one (1) weekend off in a three (3) week period.

Where a weekend off is not scheduled 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.

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, and the Stores Clerk 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.
- (j) At least five (5) consecutive days off will be scheduled for each Registered Practical Nurse alternating either Christmas or New Year's annually. Where conflicts arise, seniority shall be the deciding factor. Christmas time off will include Christmas Eve day, Christmas Day and Boxing Day, and, New Year's time off will include New Year's Eve day and New Year's Day. The normal scheduling conditions shall be waived for this special arrangement between December 15th and January 10th.

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.

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.

L18 Allowances

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. Commencing the first pay period of November 2002, the Uniform Allowance will increase to \$100.00 and thereafter on the first pay period of November each year.

L19 Health And Safety

Accident Prevention – Health & 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.
- (9)** 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.

L20 Paid Holidays

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 (July 1)	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.

L21 Vacations

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.

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.

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.

In order to allow as many Registered Practical Nurses off as possible over the Christmas and New Year's holidays, vacations(s) will not normally be scheduled for the period from December 15th to January 10th, but will be granted when possible. Effective May 1, 1998, vacation requests for December 15th to January 10th will be responded to by their respective Manager by November 15th.

Vacations may not be accumulated from one vacation year to the next.

L25 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 (30) cents per hour while portering patients.

L30

Miscellaneous

Bulletin Board

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.

Printing of Agreement

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.

Job Descriptions

Before making changes to Job Descriptions, employee input will be required.

Notification of Change of Address

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 17 day of June, 2004.

FOR THE UNION

Suzanne Laville
Marc Touraine
Robbie [unclear]
André [unclear]

FOR THE HOSPITAL

Alan [unclear]
[unclear]

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 17 day of June, 2004.

FOR THE UNION

Suzanne Simko
Manat Bourner
Heather Dintoff
Juliane Agui

FOR THE HOSPITAL

Mark Spach
Clyde...

LETTER OF UNDERSTANDING

Between

SENSENBRENNER HOSPITAL
(hereinafter referred to as "Hospital")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(hereinafter referred to as "Union")

RE: SAFETY FOOTWEAR ALLOWANCE FOR AMBULANCE PERSONNEL
(FULL-TIME and PART-TIME)

The Hospital and the Union agree the Safety Footwear Allowance for Ambulance personnel will not be paid once a year as the Hospital will be purchasing one pair of boots, on an as needed basis, given the funding is available through the Cochrane District Emergency Medical Services. However, should the funding allocation for safety footwear cease, the Hospital will notify the Union and pay the Footwear Allowance in accordance with the SEIU Collective Agreement.

Dated at Kapuskasing, Ontario this 17 day of June, 2004.

For the Hospital:

Alan Spach
[Signature]

For the Union:

[Signature]
Maratavnie
[Signature]
[Signature]

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

and

S.E.I.U. LOCAL 204
(hereinafter referred to as "Union")

RE: AMBULANCE SERVICE EXTENDED TOURS – PARAMEDIC 1 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 Paramedic 1's 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) Paramedic 1's 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.

Dated at Kapuskasing, Ontario this 17 day of June, 2004.

For the Hospital:

Man Sprack
Allyson

For the Union:

Suzanne Lamb
Maratcurm
Sebbie Duff
Julene Agui

MEMORANDUM OF AGREEMENT

EXTENDED SHIFTS - REGISTERED PRACTICAL NURSES

BETWEEN

SENSENBRENNER HOSPITAL

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

The local parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 – Work Unit and Employees Covered

As part of a master schedule of working hours for the Registered Practical Nurses of the Continuing Care Unit, twelve (12) hour extended tours will be introduced.

Article 2 – Probation

- 2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven and one-half (337 1/2) hours of work (45 x 7.5 hours = 337.5). In all other respects the terms of probation will be in accordance with the collective agreement.

Article 3 – Hours of Work

- 3.1 The normal or standard extended workday shall be twelve (12) consecutive hours per day.

- 3.2 A Master Schedule for the extended shifts for the Registered Practical Nurse on the Continuing Care Unit is attached.

Definition of days and nights

Day shift shall be from 07:30 to 19:30 hours. Night shift shall be from 19:30 to 07:30 hours.

- 3.3 Failure to provide twelve (12) hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the 12 hour period.

Where the 12 hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 4 – Scheduling

4.1 Full-Time

- Not more than four (**4**) consecutive extended shifts will be scheduled. At least twelve (12) hours will be scheduled off between extended shifts. Weekends off shall be scheduled off in accordance with the Master Schedule.
- Premium payment will not be triggered for consecutive weekends worked as a result of this master Schedule for extended tours (Article L16).

Part-Time

Not more than two (2) consecutive extended shifts will be scheduled per week except during peak period requirements.

- At least twelve hours will be scheduled off between extended shifts.
- One (1) weekend off will be scheduled in each three (3) week period.
- Premium payment will not be triggered for consecutive weekends worked as a result of this master Schedule for extended tours (L16).

Article 5 – Overtime

- 5.1 Overtime payment shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of this Memorandum of Agreement.
- 5.2 For purposes of overtime the hours of work per week shall be averaged over 9-week Master Schedule.

Article 6 – Rest and Meal Periods

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.
- 6.2 An unpaid meal period of 45 minutes will be scheduled during each shift.

Article 7 – Sick Leave and Long-Term Disability (Applicable to Full-time Only)

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

Article 8 – Paid Holidays (Applicable to Full-time Employees Only)

- 8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (L16).
- 8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of one and one-half (1 1/2) times his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 – Vacation

- 9.1 (Applicable to Full-time only)

Vacation entitlement as set out in the Collective Agreement will be converted to hours on the basis of the employee's normal work week.

- 9.2 (Applicable to Part-time only)

As set out in the collective agreement Article 21.

Article 10 – Temporary Transfers

- 10.1 In Article 25.03 of the collective agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75 hours" for extended tours.

Article 11 – Responsibility Allowance Outside the Bargaining Unit

In Article 17.07 of the collective agreement replace “in excess of one-half of a shift” with “after 3.75 hours” for extended hours.

Article 12 – Termination

12. ■ Either party may, on written notice of sixty (60) days to the other party, terminate the Agreement for and reason.

SIGNED AT KAPUSKASING THIS 17 DAY OF June, 2004

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

SCHEDULE "A"

WAGES – Effective October 11, 2001

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
R.P.N.	17.70 (2,876.25)	17.84 (2,899.00)	18.05 (2,933.13)	
Non-R.P.N.	15.63 (2,538.88)	15.80 (2,567.50)	15.92 (2,587.00)	16.10 (2,616.25)
Paramedic 1	22.57 (3,667.63)	23.28 (3,783.00)	23.97 (3,895.13)	
Paramedic 2	24.03 (3,904.88)	24.76 (4,023.50)	25.47 (4,138.88)	
Food Service Aides) Hskg. Att I)	15.39 (2,500.88)	15.55 (2,526.88)	15.72 (2,554.50)	
Hskg. Att. II	15.63 (2,539.88)	15.79 (2,565.88)	15.97 (2,595.13)	
Ass't Cook	15.02 (2,440.75)	15.55 (2,526.88)	15.88 (2,580.50)	
Physio Assistant) O.T. Assistant)	15.75 (2,559.38)	15.93 (2,588.63)	16.10 (2,616.25)	
Stores Clerk	15.58 (2,531.75)	15.83 (2,572.38)	16.10 (2,616.25)	
C.S.R. Technician	15.64 (2,541.50)	15.80 (2,567.50)	15.97 (2,595.13)	
Handyman	16.61 (2,699.13)	16.92 (2,749.50)	17.22 (2,798.25)	
Carpenter	19.45 (3,160.63)	20.24 (3,289.00)		
Carpenter (Eff. June 5, 2002)	19.93 (3,238.63)	20.74 (3,370.25)		
Engineer	19.63 (3,189.88)	20.37 (3,310.13)		

SCHEDULE "A"**WAGES – Effective October 11, 2002**

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
R.P.N.	18.23 (2,962.38)	18.38 (2,986.75)	18.59 (3,020.88)	
Non-R.P.N.	16.10 (2,616.25)	16.27 (2,643.88)	16.40 (2,665.00)	16.58 (2,694.25)
Paramedic 1	23.25 (3,778.13)	23.98 (3,896.75)	24.69 (4,015.13)	
Paramedic 2	24.75 (4,021.88)	25.50 (4,143.75)	26.23 (4,262.38)	
Food Service Aides) Hskg. Att I)	15.85 (2,575.63)	16.02 (2,603.25)	16.19 (2,630.88)	
Hskg. Att. II	16.10 (2,616.25)	16.26 (2,642.25)	16.45 (2,673.13)	
Ass't Cook	15.47 (2,513.88)	16.02 (2,603.25)	16.36 (2,658.50)	
Physio Assistant) O.T. Assistant)	16.22 (2,635.75)	16.41 (2,666.63)	16.58 (2,694.25)	
Stores Clerk	16.05 (2,608.13)	16.30 (2,648.75)	16.58 (2,694.25)	
C.S.R. Technician	16.11 (2,617.88)	16.27 (2,643.88)	16.45 (2,673.13)	
Handyman	17.11 (2,780.38)	17.43 (2,832.38)	17.74 (2,882.75)	
Carpenter	20.53 (3,336.13)	21.36 (3,471.00)		
Engineer	20.22 (3,285.75)	20.98 (3,409.25)		

SCHEDULE "A"

WAGES – Effective October 11, 2003

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
R.P.N.	20.87 (3,391.38)	21.04 (3,419.00)	21.28 (3,458.00)	
Non-R.P.N.	16.58 (2,694.25)	16.76 (2,723.50)	16.89 (2,744.63)	17.08 (2,775.50)
Paramedic 1	23.95 (3,891.88)	24.70 (4,013.75)	25.43 (4,132.38)	
Paramedic 2	25.49 (4,142.13)	26.27 (4,268.88)	27.02 (4,390.75)	
Food Service Aides) Hskg. Att I)	16.33 (2,653.63)	16.50 (2,681.25)	16.68 (2,710.50)	
Hskg. Att. II	16.58 (2,694.25)	16.75 (2,721.88)	16.94 (2,752.75)	
Ass't Cook	15.93 (2,588.63)	16.50 (2,681.25)	16.85 (2,738.13)	
Physio Assistant) O.T. Assistant)	16.71 (2,715.38)	16.90 (2,746.25)	17.08 (2,775.50)	
Stores Clerk	16.53 (2,686.13)	16.79 (2,728.38)	17.08 (2,775.50)	
C.S.R. Technician	16.59 (2,695.88)	16.76 (2,723.50)	16.94 (2,752.75)	
Handyman	17.62 (2,863.25)	17.95 (2,916.88)	18.27 (2,968.88)	
Carpenter	21.15 (3,436.88)	22.00 (3,575.00)		
Engineer	20.83 (3,384.88)	21.61 (3,511.63)		
Electrician (eff. Oct. 31, 2003)	20.99 (3,410.88)	21.81 (3,544.13)		

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