

75 employees

Unit No. 248A

**COLLECTIVE AGREEMENT**

between

**KIRKLAND AND DISTRICT HOSPITAL**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204**  
AFL, CIO, CLC  
(hereinafter called the "Union")

**SERVICE UNIT - PART-TIME**

**OCTOBER 11, 2001 - OCTOBER 10, 2004**

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## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 - SCOPE AND RECOGNITION**

*See the Local Provisions Appendix L2*

## **ARTICLE 3 - MANAGEMENT RIGHTS**

*See the Local Provisions Appendix L3*

## **ARTICLE 4 - DEFINITIONS**

### **4.01 Temporary Employees**

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

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

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

- 4.02 A Regular Part-Time employee is an employee who makes a commitment to be available for work on some pre-determined basis and in respect of whom there is a predetermined schedule.

- 4.03 A Casual Part-Time employee is defined as an employee who is not prescheduled but is available to work any shift.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Union Dues**

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

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

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

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

Dues deducted by the 15<sup>th</sup> 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**

It is agreed that upon commencement of employment new employees will be advised by a representative of the Personnel Department of the Employer of the existence of the Union and the conditions surrounding their employment as contained in the herein Collective Agreement, and any rules that may be formulated under its terms. It is also agreed that a representative of the Union will be given an opportunity to interview each employee once upon completion of his or her probationary period for the purpose of ascertaining the wishes of the employees concerning membership in the Union. The Employer will notify the union monthly of the names of those who complete their probationary period, and on request will arrange a time and place for such interview, the time of which shall not exceed fifteen (15) minutes. Because of these privileges of interview granted in this clause, it is expressly agreed by the Union that there shall be no solicitation for membership at any other time, nor collection of dues at any other time on the premises of the Hospital.

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.

5.04 Seniority Lists

A seniority list shall be established for all part-time employees covered by this agreement who have completed their probationary period. The seniority list will be posted in January and July of each year. Copies of the seniority list will be supplied to the Union on request. Upon the posting of the seniority list, employees shall have thirty (30) days in which to file complaints against their seniority standing and if no complaints are filed, it is deemed that the seniority list as posted is correct.

5.05 The parties recognize that it shall be the sole responsibility of the employee to promptly advise the Employer and the Union in writing of any changes in their address, telephone number, marital and/or dependent status.

**ARTICLE 6 - NO STRIKE/LOCKOUT**

6.01 During the term of this Agreement neither the union nor any of its officers or officials nor any employees shall take part in or call or encourage any strike, sit-down, (which shall include any work-to rule arrangement) or any suspension of work against the Employer, which shall in any way affect the operations of the Employer. Nor shall the Employer nor any of its officers or officials engage in any lockout.

6.02 It is agreed that if such action should be taken by the employees the Union will instruct the said employees to return to work, and perform their usual duties and to resort to the grievance procedures established herein for settlement of any complaint or grievance.



6.03 Should there be any violation of either 6.01 or 6.02 of this Article there shall be no discussion or negotiations of the matter in dispute between the Employer and the Union until normal work has been resumed.

6.04 An employee who takes part in or counsels or procures any other employee to take part in any strike, slow-down, work-to-rule arrangement, sit-down, or any other suspension of work against the Employer may be subject to discipline.

## **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 two (2) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

### 7.02 Union Stewards

- a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

- d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- f) The 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 the Service Employee's International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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 Hospital's Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospital's Central Negotiating Committee shall advise the 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 combined full-time and part-time Negotiating Committee comprising of four **(4)** members to be elected or appointed from amongst employees in the bargaining units who have completed their probationary period and one of whom shall be a part-time employee.
- 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 employees on the Negotiating Committee shall 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.

## **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 Chief Executive Officer or his designate.

A meeting will then be held between the Chief Executive Officer, or his 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 Chief Executive Officer, or his designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by the Union steward at Step 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.

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

## **ARTICLE 9 - SENIORITY**

### **9.01 Probationary Period**

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve calendar months. Upon completion of the

probationary period he shall be credited with seniority equal to 337.5 hours of work. 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

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of 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.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

$$\frac{\text{Employees' hours of service} \times 1725}{1950} = \text{Converted hours of service}$$

#### 9.03 Transfer of Service and Seniority

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

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

#### 9.04 Loss of Seniority

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

- a) employee quits;



- b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- e) employee has been laid off for twenty-four **(24)** months;
- f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

#### 9.05 Effect of Absence

Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

Effective October 11, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

### **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 Notice of Lay-off

### (a) Notice

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

- (i) provide the Union with no less than 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.

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

### (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 select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the 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.

#### 10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$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).

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.

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

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

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

#### 10.04 Regional Staff Planning Committees

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

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

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

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

#### 10.05 Layoff and Recall

(a) In the event of 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's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(iii) The decision of the employee to choose (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.
- (9)** 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 .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other 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 .01, and selection shall be made in accordance with Article .03 above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in 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 .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 contracted, and any subsequent such contractor agrees:

(1) 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 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

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

### 13.04 Ratio of R.N.'s to R.P.N.'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 and 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 employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to ~~six~~ (6) months.
- 14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations.
- 14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer 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 Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

- 14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDT's and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### 15.01 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement will be granted three (3) consecutive working days off, without loss of regular pay for 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 a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and 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 on the basis of what the employee's normal regular hours of work would have been.
- (9) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (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 leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements 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 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 percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of 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 on the basis of what the employee's normal regular hours of work would have been.

- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (h) Subject to any changes to the employee's status which would have occurred had he/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 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.
- (f) 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

**ARTICLE 16 - HOURS OF WORK**

16.01 Daily and Weekly Hours of Work

- a) The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.
- b) The regular work day for all employees shall not exceed seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid meal break. Any inservice classes where the Employer requires an employee to attend will be compensated for such time as straight time.
- c) Lunch Break  
Employees who are called back to work when on lunch break will be given the remainder of the lunch break time and a credit for food purchased in the hospital Cafeteria, if it is open.

16.02 Rest Periods

- a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their 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, afternoon and/or night shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over 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.

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

### **17.02 Definition of Overtime (Overtime Premium)**

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Call-back shall not be considered as hours worked for purposes of this Article. 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**

### **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 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 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 1 ■ 2003.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

17.09 Paid Time to Working Time

17.10 Weekend Premium

Effective October 1, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 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.

The weekend premium shall increase to fifty-five cents (\$0.55) effective November 16, 2001, sixty cents (\$0.60) effective October 11, 2002, and sixty-five cents (\$0.65) effective October 11, 2003.

**ARTICLE 18 - ALLOWANCES**

18.01 Meal Allowance

- (a) 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.

- (b) When authorized by the Hospital a meal allowance of up to \$4.00 for breakfast, \$6.00 for lunch, and \$8.00 for dinner, substantiated by a receipt, will be paid when an Ambulance Driver is required to make a trip with (or in attendance to) the Ambulance. Time used for such meals will not be calculated as overtime.

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 cents (\$0.35) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion

determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

## **ARTICLE 19 - HEALTH AND SAFETY**

19.01 *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, 2002, and on that date for each subsequent year the Hospital will provide \$45.00 per year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

## **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 (2½) times his regular straight time hourly rate for such additional authorized overtime.

20.02 Paid Holidays

*See Local Provisions Appendix L20*

20.03 If a part-time employee works on any of the designated holidays listed in Article 20 of the full-time Agreement, the employee shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday.

## **ARTICLE 21 - VACATIONS**

### 21.01 Entitlement and Calculation of Payment

A part-time employee who has completed less than 3,450 hours of continuous service as of March 31st, shall receive 4% of gross earnings; except R.P.N.'s, Non-Registered Assistants, Ward Aides, and Orderlies, who have completed 1,725 or more hours and less than 6,900 hours of continuous service as of March 31st, shall receive 6% of gross earnings. Ambulance Attendant Drivers who have completed 1,725 or more hours but less than 13,800 hours of continuous service as of March 31st, shall receive 6% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of March 31st, shall receive 6% of gross earnings; except R.P.N.'s, Non-Registered Nursing Assistants, Ward Aides, and Orderlies who have completed 6,900 or more hours and less than 25,875 hours of continuous service as of March 31st, shall receive 8% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service as of March 31st, shall receive 8% of gross earnings.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of March 31st, shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of March 31st, shall receive 12% of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

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

**Effective October 11, 2003**, the following Supplementary Vacation will be added:

An employee who has completed 51,750 hours of continuous service as of April 30th of any year shall receive an additional 2% of gross earnings in the year it is achieved.

An employee who has completed 60,375 hours of continuous service as of April 30th of any year shall receive an additional 2% of gross earnings in the year it is achieved.

See Local Provisions Appendix L21



## **ARTICLE 22 – BENEFITS FOR PART-TIME EMPLOYEES**

- 22.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

## **ARTICLE 23 - INJURY AND DISABILITY**

### 23.01 Worker's Compensation Injury

In the case of an accident which will be compensated by the Workers' Compensation Board, the employer 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 – PROGRESSION ON THE SALARY GRID**

- 24.01 Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

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

## **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

### 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 she was assigned the job.

### 25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same 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 classification.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages And Classification Premiums

*See Local Provisions Appendix L25*

**ARTICLE 26- RELATIONSHIPS**

- 26.01 There shall be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union by the Union, the Employer or any employee within the bargaining unit.

**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 the date of ratification 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

If either party desires to terminate or amend this Agreement as of midnight on the 10<sup>th</sup> day of October, 2004, it shall within the ninety (90) days next preceding the expiry date give written notice to the other of such notice of termination or amendment.

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.

### 29.02 Term

This agreement shall continue in effect until October 10th, 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*

**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 Labor, 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 x 7.5hours = 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 (1½) 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 (7½)

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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

FOR THE UNION

FOR THE HOSPITAL

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\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

**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** \_\_\_\_\_, Ontario, this        day of \_\_\_\_\_, 200\_.

**FOR THE UNION**

**FOR THE HOSPITAL**

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# 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:**

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**For the Union:**

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**Letter of Intent**

**Re: Joint Benefits Review Committee**

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:**

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**For the Union:**

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**Letter of Intent**

**RE: Standardization Comm**

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:**

**For the Union:**

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**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:**

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**For the Union:**

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## LOCAL PROVISIONS APPEND X

### L2 SCOPE AND RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Kirkland and District Hospital at Kirkland Lake, Ontario, regularly employed for not more than twenty-four **(24)** hours per week and students employed during the school vacation period save and except supervisors, persons 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 and persons covered by subsisting Collective Agreements.

### L3 MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive right and power of the Employer:

- (a) To direct the working forces, to discharge employees for just cause, subject to the use of the grievance procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees.
- (b) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used; and allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- (c) To maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this Agreement.

### L7 - (a) UNION STEWARDS

- (i) The Stewards selected or appointed in accordance with Article 7.02 **(9)** of the full-time Agreement will represent employees covered by this agreement.

Nursing Services	2	Ambulance	1
Dietetics	1	Maintenance and Operations	1
Housekeeping	1	Supply, Process & Distribution	1
Laundry & Linen	1	Ward Clerks	1

- (ii) The Employer on request will arrange a time and place for the Union to conduct such union business as is provided in Article 7.02.

(b) **Local Negotiating Committee**

The Hospital agrees to recognize a combined full-time and part-time Negotiating Committee comprising of four (4) members to be elected or appointed from amongst employees in the bargaining units who have completed their probationary period and one of whom shall be a part-time employee.

**L15 Union Leave**

In addition to the leave of absence set out in Article 15.07 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 in Article 15.07, for the purpose of attending Executive and/or Council meetings.

In making application for leave of absence for union business, it is understood that the leave of absence shall be for no longer than a two (2) week period and will not be requested on more than two (2) occasions in one (1) calendar year. When leave of absence for union business is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one (1) time, and that the Union shall be responsible for the payment of wages during the time of absence.

Where employees are on leave of absence requested by the Union, the Employer will pay the regular salary to the employee and invoice the Union for the employee's lost time. If the Employer so wishes, it may invoice the Union in advance of the leave of absence by invoicing the Union at the time the leave of absence is granted in writing, and the Union will pay said invoice within seven (7) days of receipt of same.

**L16 Hours of Work**

**Posting of Schedules**

For regular part-time employees, schedules will be posted two (2) weeks in advance and requests will be considered if submitted one (1) week prior to posting of the schedule.

**Late Reporting and Booking Off Shift**

- (a) Subject to the approval of the Employer, and with the understanding such approval will not be unreasonably withheld an employee may book off a shift

by giving the Employer at least twenty-four **(24)** hours notice of their intention to book off a shift unless the absence is due to emergency or illness, otherwise an employee shall be liable for a deduction from his pay.

- (b) Employees absent on account of sickness must report to their Department Head or Supervisor in charge before commencement of their working hours in order to permit the Employer to obtain a replacement. Employees failing to report as heretofore will be treated as absent without leave excepting in extreme circumstances. Where the Department Head or Supervisor cannot be reached, the employee must report to the switchboard operator.
- (c) Employees who report for work late will be penalized in accordance with the following schedule:

- 5 - 15 minutes - fifteen minutes penalty
- 16 - 30 minutes - thirty minutes penalty
- 30 - 60 minutes - sixty minutes penalty

#### Changing of Shifts

Employees must give the Hospital in writing, at least five (5) calendar days notice of intent to change a shift together with an undertaking signed by an employee willing to exchange such shift and subject to the approval of the Hospital. In any event, it is understood that such change in shift indicated by the employee and approved by the Hospital shall not result in overtime compensation or payment.

#### **L18 Uniform Allowance**

- (a) The Employer will continue its present practice relating to uniforms.
- (b) The Hospital will continue its practice of supplying, cleaning and repairing uniforms when an Ambulance Attendant Driver is required by the Hospital to wear such uniform. Each Ambulance Attendant Driver is obligated to return the uniform in good condition (reasonable wear and tear excepted) before being issued a new uniform and before final settlement on termination or employment.

The Hospital may require from each employee hired after February 10, 1981, a deposit of \$5.00 applicable to the obligation of the employee with respect to each uniform.



**L19 Accident Prevention - Health and Safety Committee**

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & 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 fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. The Union will encourage its representative(s) to serve at least one (1) year. Time *off* for such representative(s) to attend meetings of the Accident Prevention- Health & 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**

- (a) Following are the designated holidays listed in Article 20 of the full-time collective agreement

New Year's Day	Canada Day	Remembrance Day
Good Friday	August Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	1 Float Holiday

- (b) The Floating Holiday may be taken at any time during the twelve (12) consecutive months following the qualifying date on a day mutually agreed upon between the employee and his Department Head. In order to qualify for the holiday an employee must be in the employ of the Hospital on March 31st each year. In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario for the term of this Contract, the said day will continue to be a float day.

**L21 - Vacations**

- (a) Vacation pay shall be included in bi-weekly earnings, as has been past practice.
- (b) Employees are entitled to absent time, without pay, equivalent to the percentage being paid in this article.
- (c) All vacation periods will be arranged with an employee's department head with consideration being given to the employee's wishes on a seniority basis and the needs of the department but of necessity the Employer must reserve the final decision as to the scheduling of vacations.
- (d) Vacation preferences will be submitted by the employee to his department head in writing by March 15th. The department head will post the vacation schedule by April 15th. If no preferences are submitted by an employee by March 15th, his vacation period will be allotted by the department head on the basis of departmental conveniences only.
- (e) An employees vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year.
- (f) An employee who becomes ill prior to his/her scheduled vacation may have the privilege of rescheduling his/her vacation by mutual agreement with the Department Head at such time as may be mutually agreed upon providing this is done before the first scheduled vacation day.

## L25 - Wage and Classification Premiums

- (a) Job classifications and wages to be paid are set out in Schedule "A" attached hereto.
- (b) The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.
- (c) Pay Days

it is mutually agreed that employees shall be paid bi-weekly on a Friday by direct deposit, and the method of computation pay shall be arrived at by multiplying the straight-time hourly rate by the number of hours to be paid.

Notwithstanding the above, overtime hours will be paid at the applicable premium rate.

## L30 – Miscellaneous Items

### .01 Termination Of Employment

Any employee may resign on giving the Employer two (2) weeks' previous notice. Where an employee is dismissed for cause or fails to comply with this Article, such employee shall not be entitled to vacation with pay credits other than subject to the provisions of the Employment Standards Act, nor shall they be entitled to the sick leave credits as set out herein.

### .02 Older Employees

Employees who, through age or physical disability are, or become no longer capable of performing all of the normal functions of their work may, at the discretion of the Hospital, be retrained in the employment of the Employer, provided suitable work is available. In such cases, the wage provisions of this Agreement may not apply for such employees and the Employer shall have the right to establish what is considers an equitable rate of pay. An employee who believes he has not been dealt with in a fair manner under this provision, shall have the right to lodge a complaint in accordance with Article 8 of this Agreement.

### .03 Retirement Age

The normal retirement age shall be 65 years of age.

Upon notifying the Union the Employer may however, at his sole discretion, continue to employ on a month to month basis any person after he or she has

attained retirement age, at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of such employee, An employee who becomes physically and/or mentally handicapped prior to reaching retirement age may be continued to be employed by the Employer at an occupation and a rate of pay which takes into consideration the ability and physical and mental condition of such employee.

The articles referring to Hours of Work, Overtime, Seniority and Welfare and Schedule "A" shall not apply to either the employees retained after retirement age is reached or to employees who become physically and/or mentally handicapped prior to reaching retirement age.

.04 Health Examinations

When required by the Administration the employees will submit to a physical examination, stool examination and/or culture, including laboratory test, x-rays, inoculations and vaccinations, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing the employees agree to submit to any examination required from time to time by The Public Hospitals Act and amendments thereto and/or regulations passed thereunder.

.05 Union Bulletin Board

The Employer shall provide a Union Bulletin Board. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the Administration for approval before posting. All out-dated notices shall be removed by the Union forthwith.

.06 Print Costs

The Employer will share with the Union 50% of the printing costs of printing the Collective Agreement.

SIGNED AT Kirkland Ontario, this 31<sup>st</sup> day of May 2004  
Luke

FOR THE UNION

Sumner Lovick  
S. Quenneville

\_\_\_\_\_  
\_\_\_\_\_

FOR THE HOSPITAL

[Signature]  
Atelle [Signature]

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX 2

LETTER OF UNDERSTANDING

In the term of the Collective Agreement between Kirkland and District Hospital and Service Employees International Union, Local 204, Service Unit, the Hospital will continue its practice of supplying uniforms to Ambulance Attendant Drivers on the following basis:

Part-Time Ambulance Attendant Driver:

2 shirts per 1725 hours worked

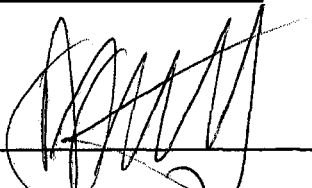
1 tie per 1725 hours worked

A winter jacket will be available in the Ambulance Department

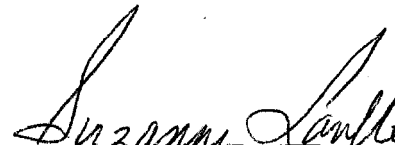
2 EMCA crests per 1725 hours worked

SIGNED AT KIRKLAND LAKE, ONTARIO, this 31<sup>st</sup> day of May, 2004

FOR THE HOSPITAL

  
\_\_\_\_\_  
Atelle Zoten  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
S. Quenneville  
\_\_\_\_\_

Letter of Understanding – Ward Clerk (O.R.)

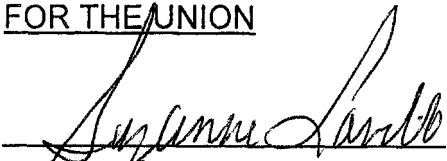
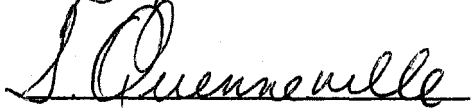
The incumbent to the Ward Clerk (O.R.) position will be reclassified to Booking Clerk and she will be grandfathered in this position in the Service Bargaining Unit until such time as she leaves the position.

Notwithstanding the above, the Parties (representatives of the Clerical and Service Bargaining Units and the Hospital) will meet, if necessary, to discuss the addition of the classification of Booking Clerk to the Clerical for future postings and hires.

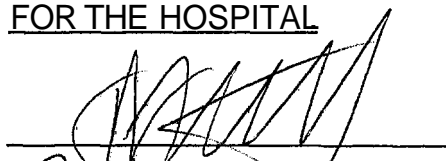

	<u>Effective Date</u>	<u>Start</u>	<u>1<sup>st</sup> Inc</u>	<u>2<sup>nd</sup> Inc</u>
Booking Clerk	Oct. 11/2001	16.27	16.58	16.89
	Oct. 11/2002	16.76	17.08	17.40
	Oct. 11/2003	17.26	17.59	17.92

Signed at Kirkland Lake this 31<sup>st</sup> day of May, 2004.

FOR THE UNION

FOR THE HOSPITAL

Letter of Understanding – Supper Tray Classification

Following the date of signing the Memorandum of Settlement, the Hospital will hire only students into the classification of Supper Tray Person and these shifts will occur outside of their normal school hours only. The existing incumbents who are not students will be reclassified to casual part-time dietetic aides.

The Hospital agrees to limit the Supper Tray complement to a maximum of four **(4)** workers per shift to cover the current in-patient needs. Should these needs increase then the Parties agree to meet to discuss adjustments to this count.

Should circumstances require a dietetic aide to perform the supper tray assignment then the dietetic aide will be paid at the dietetic aide rate for hours worked.

Signed at Kirkland Lake this 31<sup>st</sup> day of May, 2004.

FOR THE UNION

Suzanne Loubie  
J. Desmeulle

FOR THE HOSPITAL

[Signature]  
Atell Anton



**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY WAGE RATES**

CLASSIFICATION	DATE	% Increase	START	1 YR.	2 YR.	3 YR.
BOOKING CLERK (former ward clerk O.R.)	Oct. 11/2001	2.5	16.27	16.58	16.89	
	Oct. 11/2002	3	16.76	17.08	17.40	
	Oct. 11/2003	3	17.26	17.59	17.92	
CAFETERIA SUPERVISOR	Oct. 11/2001	2.5	15.75	16.07	16.40	
	Oct. 11/2002	3	16.22	16.55	16.89	
	Oct. 11/2003	3	16.71	17.05	17.40	
CHIEF COOK STORESPERSON	Oct. 11/2001	2.5	16.53	16.90	17.25	
	Oct. 11/2002	3	17.03	17.41	17.77	
	Oct. 11/2003	3	17.54	17.93	18.30	
COOK WASHPERSON	Oct. 11/2001	2.5	15.75	16.07	16.40	
	Oct. 11/2002	3	16.22	16.55	16.89	
	Oct. 11/2003	3	16.71	17.05	17.40	
DIETARY AIDE DISHWASHER LAUNDRY AIDE POT WASHER	Oct. 11/2001	2.5	14.82	15.00	15.19	
	Oct. 11/2002	3	15.26	15.45	15.65	
	Oct. 11/2003	3	15.72	15.91	16.12	
EMCA (Ambulance Attendant)	Oct. 11/2001	2.5	19.54	19.92	20.26	20.64
	Oct. 11/2002	3	20.13	20.52	20.87	21.26
	Oct. 11/2003	3	20.73	21.13	21.50	21.90
NON EMCA Ambulance Attendant	Oct. 11/2001	2.5	19.11	19.48	19.86	20.22
	Oct. 11/2002	3	19.68	20.06	20.46	20.83
	Oct. 11/2003	3	20.27	20.66	21.07	21.45
PARAMEDIC 1	Oct. 11/2001	2.5	22.58	23.28	23.97	
	Oct. 11/2002	3	23.26	23.98	24.69	
	Oct. 11/2003	3	23.96	24.70	25.43	
ELECTRICIAN	Oct. 11/2001	2.5	20.04	21.17		
	Oct. 11/2002	3	20.64	21.81		
	Oct. 11/2003	3	21.26	22.46		
FOOD SUPERVISOR (non registered)	Oct. 11/2001	2.5	15.99	16.39	16.71	
	Oct. 11/2002	3	16.47	16.88	17.21	
	Oct. 11/2003	3	16.96	17.39	17.73	
FOOD SUPERVISOR (Registered)	Oct. 11/2001	2.5	19.54	19.92	20.26	20.64
	Oct. 11/2002	3	20.13	20.52	20.87	21.26
	Oct. 11/2003	3	20.73	21.13	21.50	21.90

CLASSIFICATION	DATE		START	1 YR.	2 YR.	3 YR.
GENERAL MAINTENANCE PERSON	Oct. 11/2001	2.5	17.10	17.51	17.85	
	Oct. 11/2002	3	17.61	18.04	18.39	
	Oct. 11/2003	3	18.14	18.58	18.94	
GROUNDS KEEPER	Oct. 11/2001	2.5	16.53	16.90	17.25	
	Oct. 11/2002	3	17.03	17.41	17.77	
	Oct. 11/2003	3	17.54	17.93	18.30	
HOUSKEEPING AIDE (Heavy Duty and Light Duty)	Oct. 11/2001	2.5	15.75	16.07	16.40	
	Oct. 11/2002	3	16.22	16.55	16.89	
	Oct. 11/2003	3	16.71	17.05	17.40	
MENU CLERK HOUSKEEPING AIDE O.R.	Oct. 11/2001	2.5	14.95	15.16	15.38	
	Oct. 11/2002	3	15.40	15.61	15.84	
	Oct. 11/2003	3	15.86	16.08	16.32	
RPN	Oct. 11/2001	2.5	19.54	19.92	20.26	20.64
	Oct. 11/2002	3	20.13	20.52	20.87	21.26
	Oct. 11/2003	3	20.73	21.13	21.50	21.90
SEWING PERSON	Oct. 11/2001	2.5	15.75	16.07	16.40	
	Oct. 11/2002	3	16.22	16.55	16.89	
	Oct. 11/2003	3	16.71	17.05	17.40	
SPD AIDE	Oct. 11/2001	2.5	16.53	16.90	17.25	
	Oct. 11/2002	3	17.03	17.41	17.77	
	Oct. 11/2003	3	17.54	17.93	18.30	
STAFF SCHEDULING / WARD CLERK	Oct. 11/2001	2.5	17.84	18.17	18.52	
	Oct. 11/2002	3	18.38	18.72	19.08	
	Oct. 11/2003	3	18.93	19.28	19.65	
STATIONERY ENGINEER	Oct. 11/2001	2.5	18.49	19.61		
	Oct. 11/2002	3	19.04	20.20		
	Oct. 11/2003	3	19.62	20.80		
SUPPER TRAY PERSON	Oct. 11/2001	2.5	7.70			
	Oct. 11/2002	3	7.93			
	Oct. 11/2003	3	8.17			
WARD CLERK	Oct. 11/2001	2.5	15.75	16.07	16.40	
	Oct. 11/2002	3	16.22	16.55	16.89	
	Oct. 11/2003	3	16.71	17.05	17.40	

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