

SOURCE	HOSP		
EFF.	89	10	11
TERM.	91	10	10
No. OF EMPLOYEES	14		
NOMBRE D'EMPLOYÉS	14		

SERVICE

COLLECTIVE AGREEMENT

BETWEEN

ST. JOSEPH'S GENERAL HOSPITAL, HALIBURTON HOSPITAL

(hereinafter called the "Hospital")

AND

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

(hereinafter called the "Union")

EXPIRES: October 10, 1991

MAY - 7 1992
MAI

0919202

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 1	- PURPOSE	3
ARTICLE 2	- SCOPE AND RECOGNITION	3
ARTICLE 3	- MANAGEMENT RIGHTS	3
ARTICLE 4	- DEFINITIONS	3
4.01	Temporary Employees	3
4.02	Employee	4
4.03	Nurse Administrator	4
4.04	Executive Director	4
4.05	Correspondence	4
ARTICLE 5	- UNION SECURITY	4
5.01	Union Dues	4
5.02	Interview Period	5
5.03	Employee Lists	5
ARTICLE 6	- NO STRIKE/LOCKOUT	5
ARTICLE 7	- UNION REPRESENTATION AND COMMITTEES	6
7.01	Grievance Committee	6
7.02	Union Stewards	6
7.03	Central Bargaining Committee	7
7.04	Local Negotiating Committee	7
ARTICLE 8	- GRIEVANCE AND ARBITRATION	7
ARTICLE 9	- SENIORITY	10
9.01	Probationary Period	10
9.02	Definition of Seniority	11
9.03	Transfer of Service and Seniority	11
9.04	Loss of Seniority	11
9.05	Effect of Absence	12
9.06	Seniority List	12
ARTICLE 10	- LAYOFF AND RECALL	13
ARTICLE 11	- JOB POSTING	15
ARTICLE 12	- NO CONTRACTING OUT	16

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 13	- WORK OF THE BARGAINING UNIT	17
13.01	Work of the Bargaining Unit	17
13.02	Employment Agencies	17
13.03	Volunteer	17
13.04	Ratio of RN's to RMA's	17
ARTICLE 14	- TECHNOLOGICAL CHANGE	18
ARTICLE 15	- LEAVES OF ABSENCE	19
15.01	Bereavement Leave	19
15.02	Education Leave	19
15.03	Jury and Witness Duty	19
15.04	Maternity Leave	20
15.05	Adoption Leave	22
15.06	Full-time Union Office	23
15.07	Union Leave	23
15.08	Personal Leave	23
ARTICLE 16	- HOURS OF WORK	24
16.01	Daily and Weekly Hours of Work	24
16.02	Rest Periods	24
16.03	Time Off Between Shifts	24
16.04	Weekends Off	24
16.05	Scheduling	25
ARTICLE 17	- PREMIUM PAYMENT	25
17.01	Definition of Regular Straight Time Rate of Pay	25
17.02	Definition of Overtime (Overtime Premium)	25
17.03	Reporting Pay	26
17.04	Standby	26
17.05	Call Back	26
17.06	Shift Premium	26
17.07	Responsibility Outside the Bargaining Unit	27
17.08	Overtime - Lieu Time	27
17.09	Paid Time to Working Time	27
17.10	Full Time Call In	27
ARTICLE 18	- ALLOWANCES	27
18.01	Meal Allowance	27
18.02	Uniform Allowance	28
18.03	Transportation Allowance	28
ARTICLE 19	- HEALTH AND SAFETY	28
19.01	Accident Prevention - Health and Safety Committee	28
19.02	Protective Clothing	29

ARTICLE

PAGE NUMBER

ARTICLE 20 - PAID HOLIDAYS	29
ARTICLE 21 - VACATIONS	31
21.01 Entitlement and Calculation of Payment	31
21.02 Approved Leave of Absence During Vacation	32
21.03 Payment of Termination	32
21.04 Scheduling of Vacations	32
ARTICLE 22 - HEALTH AND INSURED BENEFITS	32
22.01 Insured Benefits	33
22.02 Change of Carrier	33
22.03 Pension	34
ARTICLE 23 - INJURY AND DISABILITY	34
23.01 Workers' Compensation Injury	34
23.02 Disabled Employees	34
ARTICLE 24 - SICK LEAVE	34
24.01 Sick Leave and Long Term Disability	34
ARTICLE 25 - COMPENSATION	36
25.01 Experience Pay	36
25.02 Promotion to a Higher Classification	36
25.03 Temporary Transfer	36
25.04 Job Classification	36
25.05 Wages and Classification Premiums	37
ARTICLE 26 - RELATIONSHIP	37
ARTICLE 27 - BULLETIN BOARDS	37
ARTICLE 28 - JOB DESCRIPTIONS	38
ARTICLE 29 - DURATION	38
29.01 Term	38
29.02 Renewal	38
LETTER OF INTENT RE LIABILITY INSURANCE	39
LETTER OF UNDERSTANDING RE SHIFT PREMIUM	40
LETTER OF INTENT RE TRAINING TIME	41
LETTER OF UNDERSTANDING	42
WAGE SCHEDULE	43

PART-TIME ADDENDUM

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 2 -	SCOPE AND RECOGNITION	44
ARTICLE 4 -	DEFINITIONS	44
4.01	Temporary Employees	44
4.02	Regular Part-Time Employee	45
4.03	Casual Part-Time Employee	45
4.04	Employee	45
ARTICLE 9 -	SENIORITY	45
9.01	Probationary Period	45
9.02	Definition of Seniority	45
9.03	Transfer of Service and Seniority	46
9.04	Loss of Seniority	46
ARTICLE 10 -	LAY-OFF AND RECALL	47
ARTICLE 13 -	WORK OF THE BARGAINING UNIT	49
ARTICLE 15 -	LEAVES OF ABSENCE	49
15.01	Bereavement Leave	49
15.02	Education Leave	49
15.03	Jury and Witness Duty	49
15.04	Maternity Leave	50
15.05	Adoption Leave	51
15.06	Full-Time Union Office	52
15.07	Union Leave	52
ARTICLE 16 -	HOURS OF WORK	52
16.01	Daily and Weekly Hours of Work	52
16.02	Rest Periods	52
16.03	Time Off Between Shifts	52
16.04	Commitment for Regular Part-Time Employees	52
16.05	Scheduling	53
ARTICLE 18 -	MEAL ALLOWANCE	53
ARTICLE 20 -	PAID HOLIDAYS	53
ARTICLE 21 -	VACATIONS	53
21.01	Entitlement and Calculation of Payment	53
ARTICLE 22 -	BENEFITS FOR PART-TIME EMPLOYEES	55
SCHEDULE "B" -	PART-TIME HOURLY WAGE RATE	56

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 In accordance with the certificate issued by the Ontario Labour Relations Board and dated March 3rd, 1982 the Hospital recognizes the Service Employees' Union, Local 478, as the bargaining agent of all employees of St. Joseph's General Hospital, Haliburton Hospital, Haliburton, Ontario, save and except professional medical staff, graduate and undergraduate nurses, paramedical personnel, office and clerical staff, supervisors, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 (a) The Union acknowledges that it is the exclusive right and function of the Hospital, to direct the working forces, to hire, to promote, to demote, to transfer, to lay-off, to suspend, discharge or otherwise discipline employees for just and sufficient cause, subject to the use of the grievance procedure as herein provided.
- (b) Generally to manage and operate the Hospital in all respects in accordance with its obligations, relating to St. Joseph's General Hospital, 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.

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. 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.

AB SN 4
preclude

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 "Employee" shall refer to persons in the bargaining unit as described in Article 2 - Scope and Recognition.
- 4.03 "Nurse Administrator" shall refer to the person responsible for the Administration of the Hospital as appointed by St. Joseph's General Hospital, Peterborough, Ontario.
- 4.04 "Executive Director" shall refer to the Executive Director of St. Joseph's General Hospital, Peterborough, Ontario.

4.05 Correspondence

Unless as otherwise specified, all correspondence between the parties arising out of this Agreement of incidental thereto shall pass to and from the Executive Director, St. Joseph's General Hospital, Haliburton Hospital, Haliburton, Ontario and Service Employees' Union, Local 478, ~~240 Algonquin Ave.~~, Suite 202, North Bay, Ontario. ~~PIB TK9~~ SN AB 180 SHIRREFF AVE., Suite 275,

- 4.06 The definition of the terms "lockout" and "strike" as used in this Article shall be in accordance with The Labour Relations Act R.S.O. 1980, Chapter 228, and amendments thereto.
- 4.07 Wherever the singular **is** used in this Agreement it shall be considered as if the plural has been used where the context **so** requires and wherever the masculine **is** used it shall be considered as if the feminine has been used where the context **so** requires.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

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

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

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

5.02 Interview Period

It is agreed that upon commencement of employment new employees will be advised by a representative of the Hospital 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 within the competing month of his or her probationary period for the purpose of ascertaining the wishes of the employees concerning membership in the Union. The Hospital will notify the Union monthly of the names of those who are completing 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.

5.03 Employee Lists

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

The Hospital will when forwarding the Union dues to the Secretary-Treasurer of the Local Union, submit a list of names of those employees for whom deductions have been made, the names of those employees, for whom no deductions have been made, and the reasons therefore.

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, slow-down which includes any work-to-rule arrangement or any suspension of work against the Hospital, which shall in any way effect the operations of the Hospital, nor shall the Hospital 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 An employee who takes part in or counsels or procures any other employee to take part in any strike, slowdown, work-to-rule arrangement, sit-down or any other suspension of work against the Employer will be subject to discipline.

6.04 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.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a ^{AB BN} Grievance Committee composed of the Chief Steward and not more than ~~three~~^{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 Hospital acknowledges the right of the Union to appoint or otherwise select three (3) stewards from among employees in the bargaining unit.

7.03 Central Bargaining Committee

Not applicable.

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of three (3) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The Union may designate a Negotiating Committee to consist of two (2) full-time and one (1) part time employees.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

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

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

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:

Step 1

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

Step 2

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

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

Step 3

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

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

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the Interpretation, application or alleged violation of the Agreement shall be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance.

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

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

8.06 Group Grievance

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

8.07 Discharge Grievance

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

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

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

8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

- 8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, It shall make such request In writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that If such party falls 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 the (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.11 No person may be appointed to the Arbitration Board who has been involved In an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision Inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by It and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- a. 16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of probationary period he shall be credited with seniority equal to forty-five (45) days. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

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

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under 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 eighteen (18) 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 twenty-four (24) calendar months from the time the disability or illness commenced.

9.05 Effect of Absence

- (a) It *is* understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid **by** the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective April 10, 1989 the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective April 10, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.06 Seniority Lists

A seniority list will be posted on the Hospital bulletin board in January and July of each year. Copies of the seniority list will be supplied to the Union. Upon posting of the seniority list, employees will 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.

ARTICLE 10 - LAYOFF AND RECALL

10.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule.

Up to one year's service	- 1 week's notice
1 year but less than 3 years service	- 2 weeks notice
3 years but less than 4 years service	- 3 weeks notice
4 years but less than 5 years service	- 4 weeks notice
5 years but less than 6 years service	- 5 weeks notice
6 years but less than 7 years service	- 6 weeks notice
7 years but less than 8 years service	- 7 weeks notice
8 years service or more	- 8 weeks notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks duration, the Hospital will:

- (a) provide the Union with no less than thirty (30) calendar days notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - i) the reason causing the layoff
 - ii) the service the Hospital will undertake after the layoff
 - iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees on the bargaining unit.

10.02 In all other cases of layoff, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

10.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification; providing that there remain on the **Job** employees who then have the ability to perform the work.

10.04 An employee **who** is subject to layoff shall have the right to either:

(a) accept the layoff; or

(b) displace an employee who has lesser bargaining unit seniority and who **is** the least senior employee in a lower or identical paying classification in the bargaining unit **if** the employee originally subject to layoff can perform the duties of the lower or identical classification **without** training other than orientation. Such employee **so** displaced shall be laid off subject to **his** or her rights under this section.

The decision of the employee to choose (a) or (b) above shall **be** given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do **so** will be deemed to have accepted the layoff.

10.05 An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular **basis** under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Employees on layoff shall be given preference for temporary vacancies which are expected **to** exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04 and .05 above, the Hospital shall not act in an arbitrary or unfair manner.

10.07 An employee recalled to work **in** a different classification from which he was laid off shall have the privilege of returning to the position **he** held prior to the layoff should it become vacant within six (6) months of being recalled.

10.08 No new employees shall **be** hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do **so**, in accordance with .09 below, or have been found unable to perform the work available.

- 10.09 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 day 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.
- 10.10 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of Paragraph 10.09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.
- 10.11 In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- 10.12 A laid off employee shall retain the rights of recall for a period of eighteen (18) months from the day of layoff.
- 10.13 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.
- 10.14 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

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 five (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.
- 11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other 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. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 13 - WORK OF THE BARGAINING UNIT13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

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

13.04 Ratio of RN's to RA's

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

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.
- 14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (**if** any) upon 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 the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.
- 14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the 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 VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for **by** the Hospital where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE15.01 Bereavement Leave

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

15.02 Education Leave

- (a) If required by the Employer, 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 Employer 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 Employer 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 allowance and an official receipt thereof.

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

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

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

15.04 Maternity Leave

An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date of birth shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

An employee on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period and receipt by the Hospital of the employee Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Where the actual date of her delivery is later than the estimated date of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she *is* pregnant and giving the estimated day upon which delivery will occur in his opinion.

An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks notice of her intention to do so and furnishing her employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee *is* on maternity leave.

Credits for seniority shall accumulate during the period of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee *is* participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so *as* to insure continued coverage.

No *leave* granted under the provisions of this Article will be considered *sick leave* and *sick leave* credits may not be used.

An employee attending to resume employment with the Employer *is* required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on maternity 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.

The leave of absence provided for under this Article shall *be* extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for a period up to *six* (6) months following the date the leave commenced.

15.05 Adoption Leave

Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee 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.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption 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.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

Credits for seniority shall accumulate during the period of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

An employee attending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had she not been on adoption 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.

15.06 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 not more than (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 from the date of appointment unless extended for a further specified period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

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

15.08 Personal Leave

Not applicable.

ARTICLE 16 - HOURS OF WORK16.01 Daily and Weekly Hours of Work

- (a) The standard work day shall be seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid meal break and the standard work week shall be thirty-seven and one-half (37 1/2) hours. The meal period shall be an uninterrupted period except in cases of emergency.
- (b) Neither the standard work day, nor the standard work week shall constitute a guarantee as to the hours of work,
- (c) It **is** understood that 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 normal 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 time 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 per any period whatsoever nor a guarantee of working schedules.

16.02 Rest Periods

- (a) Employees will be allowed two (2) fifteen (15) minute rest periods during each shift. One (1) rest period to **be** taken in each half of the 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

Except in cases of emergency, the Hospital agrees to arrange shifts so that employees will receive a minimum of sixteen (**16**) hours off between shifts. In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Employer will arrange shifts such that there will be a minimum of twenty-three (23) hours between the ending and the beginning of shifts and changeover of shifts and of thirty-nine (**39**) hours **if** there **is** one (1) day off and sixty-three (**63**) hours **if** there are two (2) days off between the changeover of shifts.

16.04 Weekends Off

The Hospital will schedule every second weekend off.

16.05 Scheduling

- (a) Work schedules covering a two (2) week period will be posted by the Hospital two (2) weeks in advance of going into effect.
- (b) Employees will not be required to work more than seven (7) consecutive days without a day off.
- (c) Scheduled days off shall be consecutive unless as otherwise mutually agreed to between the employee and the Nurse Administrator or her appointee.
- (d) Subject to the approval of the Hospital, the employees will be allowed to change shifts with one another. Such exchange of shifts must be communicated to the Hospital in writing and the Hospital shall not be responsible for overtime payment claims resulting in such mutual exchange of shifts.
- (e) When an R.N.A. is replaced, she will be replaced by a part-time R.N.A., provided one is available.
- (f) Whenever the Hospital wishes to cancel shifts, because of low occupancy and/or decreased patient acuity, notice will be given to an employee as follows:

Days - by 2200 hours the evening before

Evenings - Four (4) hours before reporting time

ARTICLE 17 - PREMIUM PAYMENT17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime (Overtime Premium)

- (a) When the employee works in excess of seventy-five (75) hours in a two (2) week period or in excess of seven and a half (7 1/2) hours in any one shift at the request and approval of the head of the department in which he is employed, he shall be paid for such excess hours at a time and a half his ~~regular~~ straight time hourly rate unless such request is made for an emergency call, in which case Article 17.05 (a) shall apply. *AB or*
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (c) Call-back shall not be considered as hours worked for the purpose of this Article.

- (d) Overtime premium shall not be duplicated or pyramided nor shall other premiums be duplicated or 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

Employees who report for any scheduled shift, will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one (1) hour's pay or not be not to report to work.

17.04 Standby

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

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

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call-back pay shall cover all calls within the minimum three (3) hour period provided for under Article (a) above. If a second call takes place after three (3) 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 three (3) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, Article (a) shall apply.

17.06 Shift Premium

Employees shall be paid retroactive to October 11, 1987 a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employees shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable rate (i.e. where the applicable rate is time and one-half (1 1/2) then time off shall be one and one-half times).

Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Worker's Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision. The foregoing shall also apply in the case of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.10 Full Time Call In

If a full-time employee is called on a scheduled day off, such employee shall be paid time and one-half (1 1/2) his or her straight time ~~hourly~~ rate. *8m 10*

ARTICLE 18 - ALLOWANCES18.01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or five 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.

18.02 Uniform Allowance

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

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home **as** a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (\$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 SAFETY19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & 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. 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 ^{As Bw} current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

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

Effective September 1, 1988 and on that date for each subsequent year, the Hospital will provide \$35.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following holidays shall be recognized by the Hospital as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
2nd Monday In June	*Float Day

20.02 The Float Day shall be given to all employees who have completed their probationary period. This twelfth holiday shall be a non-premium floating holiday for the employee concerned and will be taken at a time mutually agreeable between the employee and the Hospital. If no mutual agreement can be reached the day will be scheduled by the Hospital. In the event that Heritage Day or some other day is proclaimed by the Government of the Province of Ontario such day shall be substituted for the twelfth holiday herein.

- 20.03 In general, employees will alternate with each other in being absent from work on the above paid holidays. For example, an employee having Christmas Day off may not be allowed to be off on New Year's Day.
- 20.04 Employees preference shall **be** considered before posting of schedules for any of the paid holidays, provided that there is no delay in stating the preference.
- 20.05 If any of the above named holidays occur on an employee's regularly scheduled day off, or during his vacation period, the employee will receive an additional day off with pay in lieu thereof subject to clauses 20.06 and 20.07 herein.
- 20.06 In order to qualify for payment for any of the above holidays, an employee must have worked his full scheduled shift immediately preceding and following the holiday, or the day granted in lieu.
- 20.07 Where **an** employee is absent because of sickness, accident or on paid compensation, such employee shall **be** paid the first holiday as a paid holiday, but no other during such period of absence, and no employee shall be paid twice for the same day pursuant to this provision.
- 20.08 Where lieu days off are provided for herein, such days off shall be taken at a mutually agreed upon time.
- 20.09 An employee required to work on any of the foregoing holidays shall be paid at time and one-half his basic straight time rate of pay for all time worked on such holidays, and subject to 20.06 and 20.07, to any holiday pay to which he may **be** entitled, or at the option of the Hospital, the employee may be paid time and one-half for time worked on the paid holiday and a paid day off in lieu thereof, or as a further option of the Hospital, the employee **may** be paid his basic straight time rate of pay for all hours worked on the paid holiday plus a paid day and one-half off in lieu thereof. Failure to report for work assigned on such paid holiday, shall disqualify an employee for holiday pay.
- 20.10 Where an employee **is** required to work authorized overtime in excess of his regular scheduled hours on a paid holiday, (but not including hours on the subsequent regularly scheduled shift), such employee shall receive **two** and one-half (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

20.11 Holiday pay, for an employee working the standard hours per day as set out in Article 16.01, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service as of July 1 shall be entitled to two (2) weeks annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than three (3) years of continuous service as of July 1 shall be entitled to two (2) weeks annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of July 1 shall be entitled to three (3) weeks annual vacation with pay.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989 the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

An employee who has completed eight (8) years but less than fifteen (15) years of continuous service as of July 1 shall be entitled to four (4) weeks annual vacation with pay.

Effective the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for four (4) weeks vacation shall be six (6) or more years of full-time continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990 the service requirement for four (4) weeks vacation shall be five (5) or more years of full-time continuous service.

An employee who has completed (15) years but less than twenty-five (25) years of continuous service as of July 1 shall be entitled to five (5) weeks annual vacation with pay.

An employee who has completed twenty-five (25) or more years of continuous service as of July 1 shall be entitled to six (6) weeks annual vacation with pay.

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

21.02 Approved Leave of Absence During Vacation

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

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

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

21.03 Payment on Termination

An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued in accordance with 21.01 to his date of separation.

21.04 Scheduling of Vacation

Vacations will be scheduled as follows:

- (a) Vacation preferences will be submitted by the employee to the Nurse Administrator, in writing, by April 15, of each year.
- (b) Vacation time shall be scheduled subject to the efficient operation of the Hospital.
- (c) In scheduling vacation requests, preference will be given to employees in accordance with their seniority provided the employee exercises this right by the date established in (a) above, after which time vacation requests will be scheduled on a first come, first serve basis.
- (d) The vacation schedule will be posted by May 15.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective the first of the month after ratification of the Memorandum of Settlement by both parties coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

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

- (c) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under MOGLIP or such other group life insurance plan currently in effect. ~~providing the balance of the monthly premium is paid by the employee through payroll deduction.~~
AS BN
- (d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the first of the month following the date of ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan shall be 75%.

22.02 Change of Carrier

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

22.03 Pension

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

ARTICLE 23 - INJURY AND DISABILITY23.01 Worker's Compensation Injury

Not applicable.

23.02 Disabled Employees

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

ARTICLE 24 - SICK LEAVE24.01 Sick Leave and Long Term Disability

- .01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- .02 **The** Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.
- .03 Effective February 2, 1984 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused **sick** leave benefits which are specifically dealt with hereinafter.

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

- (a) supplement payment for sick leave under the new program or paragraph .05 below which would otherwise be at less than full wages.
- .04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- .05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- .06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .07 Unemployment Insurance Rebate

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

24.02 Workers' Compensation Benefits and Sick Leave (Full-Time)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation. If her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability Income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability Income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION25.01 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 two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

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

25.03 Temporary Transfer

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

25.04 Job Classification

- (a) When a new classification (which **is** covered by the terms of this Collective Agreement) **is** established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of **such** new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given **by** the Hospital. If the parties are unable to agree, the dispute concerning **the** new rate may **be** submitted to arbitration **as** provided in

the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

25.05 Wages and Classification Premiums

Not applicable.

ARTICLE 26 - RELATIONSHIP

- 26.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 26.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Hospital, except as specifically permitted by this Agreement or in writing by the Hospital.

ARTICLE 27 - BULLETIN BOARDS

- 27.01 The Hospital will provide a bulletin board for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union and submitted to the Nurse Administrator for approval prior to being posted.



ARTICLE 28 - JOB DESCRIPTIONS

28.01 Job descriptions will be made available to employees on request.

ARTICLE 29 - DURATION

29.01 Renewal

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

29.02 Term

This Agreement shall continue in effect until October 10, 1991, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to October 10, 1991, that it desires to amend or terminate the Agreement.

Dated at HALIBURTON, Ontario this 17th day of MARCH 1992 ^{BN 46}

FOR THE HOSPITAL

FOR THE UNION,

[Signature]
BW Taylor
Walter Taylor

[Signature]
Doris Wenter
Haney Roberts
Pat Brannigan

LETTER OF INTENTRE: LIABILITY INSURANCE

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

LETTER OF INTENT

Upon request of the local union, and with reasonable notice, the Hospital will convene a labour management meeting to discuss training time for new staff.

Signed at ^{BN} ~~Toronto~~ ^{HALIBURTON} this 17th day of MARCH, 1992 ^{BN} ~~AB~~

FOR THE PARTICIPATING LOCAL UNIONS

[Signature]
BN Taylor
Mark [Signature]

FOR THE PARTICIPATING LOCAL HOSPITALS

[Signature]
Donna [Signature]
Nancy Roberts
Pat [Signature]

LETTER OF UNDERSTANDING

BETWEEN

ST. JOSEPH'S GENERAL HOSPITAL
HALIBURTON HOSPITAL

AND

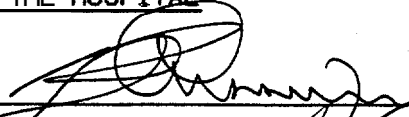
SERVICE EMPLOYEES' UNION, LOCAL 478

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

The parties to this Letter of Understanding hereby agree that in the matter of Article 21 - Vacations (Full-Time Employees) of the Collective Agreement, those employees classified as R.N.A's who are currently employed as of June 21, 1983 and who were entitled to four (4) weeks' vacation after one () year of continuous service will continue to be so during the term of this Agreement.

Signed on behalf of the parties this 17th day of MARCH 1992 ^{BN} _{AB}

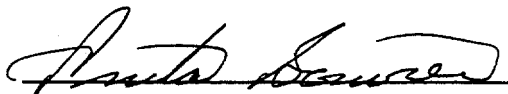
FOR THE HOSPITAL



BW Naylor

MacLennan

FOR THE UNION



Honey Roberts

Pat Brannigan
Doris Webster

SCHEDULE "A"HOURLY WAGE RATES

<u>Classification</u>	<u>Effective Date</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
R.N.A.	Oct. 11/89	13.444	13.564	13.708
	Oct. 11/90	14.514	14.642	14.796
Aides:				
Housekeeping	Oct. 11/89	11.905	12.190	12.489
Dietary	Oct. 11/90	12.953	13.258	13.578
Laundry				
Maintenance	Oct. 11/89	12.538	12.856	13.192
	Oct. 11/90	13.416	13.756	14.116
Dietary Lead Hand	Oct. 11/89	12.783		
	Oct. 11/90	13.892		

ADDENDUM TO AGREEMENT
COVERING PART-TIME BARGAINING UNITS
BETWEEN
ST. JOSEPH'S GENERAL HOSPITAL, HALIBURTON HOSPITAL
AND
SERVICE EMPLOYEES UNION, LOCAL 478

The terms and conditions of the full-time Collective Agreement shall apply to the part-time unit, save and except as modified by this addendum in the following manner.

ARTICLE 2 - SCOPE AND RECOGNITION (Part-Time)

2.01 Reconition

In accordance with the certificate issued by the Ontario Labour Relations Board and dated March 3rd, 1982 the Hospital recognizes the Service Employees' Union, Local 478, as the bargaining agent of all employees of St Joseph's General Hospital, Haliburton Hospital, Haliburton, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, graduate and undergraduate nurses, paramedical personnel, office and clerical staff, supervisors, persons above the rank of supervisor.

ARTICLE . - 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. 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.

32/16
preclude 45

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 defined as an employee who makes a commitment to the Hospital to be available for work on a pre-determined basis as required and determined by the Hospital and in respect of whom there is a pre-determined schedule.
- 4.03 A casual part-time employee is defined as an employee whose work is not on a pre-determined and scheduled basis, but is on call and is available to work any shift as circumstances demand.
- 4.04 "Employee" shall refer to persons in the bargaining unit as described in Article 2.01.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he/she has completed three hundred and thirty-seven and one-half (337 1/2) hours of work within any twelve (12) calendar months. Upon completion of probationary period he/she shall be credited with seniority equal to three hundred and thirty-seven and one-half (337 1/2) hours. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

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:

Employees' hours of service

1950 X 1725 = 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 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 eighteen (18) 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 twenty-four (24) calendar months from the time the disability or illness commenced,

ARTICLE 10 - LAYOFF AND RECALL

10.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority and **who** is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule.

Up to one year's service	- 1 week's notice
1 year but less than 3 years service	- 2 weeks notice
3 years but less than 4 years service	- 3 weeks notice
4 years but less than 5 years service	- 4 weeks notice
5 years but less than 6 years service	- 5 weeks notice
6 years but less than 7 years service	- 6 weeks notice
7 years but less than 8 years service	- 7 weeks notice
8 years service or more	- 8 weeks notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed **by** registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks duration, the Hospital will:

- (a) provide the Union with no less than thirty (30) calendar days notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - i) the reason causing the layoff
 - ii) the service the Hospital will undertake after the layoff
 - iii) the method of implementation including the areas of cutback and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees on the bargaining unit.

10.02 In all other cases of layoff, the Hospital shall give each employee in **the** bargaining unit who has acquired seniority one **(1)** week's notice provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

- 10.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification; providing that there remain on the job employees who then have the ability to perform the work.
- 10.04 An employee who is subject to layoff shall have the right to either:
- (a) accept the layoff; or
 - (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.
- The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.
- 10.05 An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular basis under a **job** posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall **process** has been completed.
- Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and **may** instead remain on layoff.
- 10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04 and .05 above, the Hospital shall not act in an arbitrary or unfair manner.
- 10.07 An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- 10.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with .09 below, or have been found unable to perform the work available.
- 10.09 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 day 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.

- 10.10 Where the employee fails to notify the Hospital of his Intention to return to work in accordance with the provisions of Paragraph 09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.
- 10.11 In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- 10.12 A laid off employee shall retain the rights of recall for a period of eighteen (18) months from the day of layoff.
- 10.13 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

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.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

As per full time.

15.02 Education Leave

As per full time.

15.03 Jury and Witness Duty

As per full time.

15.04 Maternity Leave

An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date of birth shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

An employee on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits. Such payment shall commence following completion of the two-week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Where the actual date of her delivery is later than the estimated date of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks notice of her intention to do so and furnishing her employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.

Credits for service shall accumulate while an employee is on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

Credits for seniority shall accumulate during the period of the leave on the basis of what the employee's normal regular hours of work would have been.

An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on maternity 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.

The leave of absence provided for under this article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry date of the leave, for a period up to six (6) months following the date the leave commenced.

15.05 Adoption Leave

Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee 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.

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

Credits for seniority shall accumulate during the period of the leave on the basis of what the employee's normal regular hours of work would have been.

Credits for service shall accumulate **while** an employee is on adoption leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

An employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred if she had not been on adoption 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.

15.06 Full-Time Union Office

As per full-time.

15.07 Union Leave

As per full-time.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

(a) The standard work day shall be seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid meal break and the standard work week shall be twenty-four (24) hours. The meal period shall be an uninterrupted period except in cases of emergency.

(b) Neither the standard work day, nor the standard work week shall constitute a guarantee as to the hours of **work**.

16.02 Rest Periods

As per full-time.

16.03 Time Off Between Shifts

Except in cases of emergency, the Hospital agrees that employees will not be scheduled to work more than seven and one-half (7.5) hours in any twenty-four hour period.

16.04 Commitment for Regular Part-Time Employees

A regular part-time employee will be required to sign a "Commitment Form" which contain the following conditions:

1. Available to work a minimum of **six (6)** shifts In two (2) week period.
2. Available to rotate through three **(3)** shifts where **applicable**.
3. Available to work two (2) weekends In four **(4)**.
4. Available to work twelve (12) months in the year with time off, in lieu of vacation, in accordance with Article 21.

5. Available for the Christmas period (including Christmas Eve, Christmas day and Boxing Day) or New Year's period (including New Year's Eve and New Year's Day).

16.05 Scheduling

- (a) Work schedules covering a two (2) week period will be posted by the Hospital two (2) weeks in advance of going into effect.
- (b) When an R.N.A. is replaced, she will be replaced by a part-time R.N.A. provided one is available.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or five 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.

ARTICLE 20 - PAID HOLIDAYS

- 20.01 (a) If a part-time employee is required to work on any of the holidays listed in Article 20.01 ~~to~~ the employee shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.

- | | |
|--------------------|------------------|
| (b) New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| 2nd Monday in June | Boxing Day |
| Dominion Day | Float Day |

ARTICLE 21 - VACATIONS

21.01 Part-Time Vacation

Subject to maintaining any superior conditions concerning vacation entitlement, vacation entitlement shall be as follows:

A part-time employee who has completed less than 5,175 hours of continuous service as of July 1 shall receive 4% of gross earnings.

A part-time employee who has completed 5,175 hours but less than 13,800 hours of continuous service as of July 1 shall receive 6% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the Individual Hospital falls on or after October 11, 1989, the service requirement for 6% of gross earnings shall be 3450 hours of continuous service.

A part-time employee who has completed 13,800 hours but less than 25,875 hours of continuous service as of **July 1** shall receive 8% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the Individual Hospital falls on or after October 11, 1989, the service requirement for 8% of gross earnings shall be 10,350 hours of continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for **8%** of gross earnings shall be 8,625 hours.

A part-time employee who has completed **25,875** hours but less than 43,125 hours of continuous service as of July 1 shall receive **10%** of gross earnings.

A part-time employee **who has completed** 43,125 hours of continuous service or more as of July 1 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**.

- 21.02 **The** present practice of paying vacation pay in each pay period will remain in effect.
- 21.03 **An** employee who leaves the employ of the Hospital for any reason **shall be** entitled to receive any unpaid vacation pay which has accrued in accordance with 21.01 to **his** date of separation.

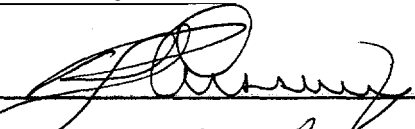
ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES


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 maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

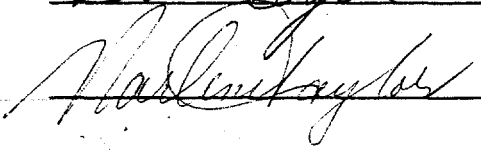
Dated at HALIBURTON, Ontario, this 17th day of MARCH 1992. ^{AS}_{3rd}

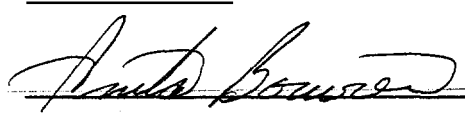
FOR THE HOSPITAL

FOR THE UNION

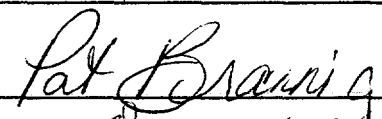








Nancy Roberts



D. J. ...

SCHEDULE "BHOURLY WAGE RATESPart-Time Progression on the Grid
and Classification Rates

Progression on grid effective from November 16, 1985 and for purposes of calculation of hours worked. Progression will be based on 1725 hours worked.

<u>Classification</u>	<u>Effective Date</u>	<u>Start</u>	<u>After 1725 Hrs.</u>	<u>After 3450 Hrs.</u>
R .N.A.	Oct. 11/89	13.444	13.564	13.708
	Oct. 11/90	14.514	14.642	14.796
Aides:				
Housekeeping	Oct. 11/89	11.905	12.190	12.489
Dietary	Oct. 11/90	12.953	13.258	13.578
Laundry				