

110 employees

Unit No. 246

**COLLECTIVE AGREEMENT**  
(Full-time and Part-time)

BETWEEN

**HALIBURTON HIGHLANDS HEALTH SERVICES**  
(hereinafter called the "HHHS")

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204,  
A.F.L., C.I.O., C.L.C.  
(hereinafter called the "Union")

*draft*

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## TABLE OF CONTENTS

ARTICLE	PAGE NUMBER
ARTICLE 1 - PURPOSE .....	-1-
ARTICLE 2 - SCOPE AND RECOGNITION .....	-1-
ARTICLE 3 - MANAGEMENT RIGHTS .....	-1-
ARTICLE 4 - DEFINITIONS .....	-2-
4.01 Temporary Employees .....	-2-
4.02 "Employee" .....	-2-
4.03 "Executive Director" .....	-2-
4.04 Correspondence .....	-2-
4.05 Lockout and Strike .....	-2-
ARTICLE 5 - UNION SECURITY .....	-3-
5.01 Union Dues .....	-3-
5.02 Interview Period .....	-3-
5.03 Employee Lists .....	-3-
ARTICLE 6 - NO STRIKE/LOCKOUT .....	-4-
ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES .....	-4-
7.01 Grievance Committee .....	-4-
7.02 Union Stewards .....	-5-
7.03 Central Bargaining Committee .....	-5-
7.04 Local Negotiating Committee .....	-6-
ARTICLE 8 - GRIEVANCE AND ARBITRATION .....	-6-
8.05 Policy Grievance .....	-8-
8.06 Group Grievance .....	-8-
8.07 Discharge Grievance .....	-8-
ARTICLE 9 - SENIORITY .....	-10-
9.01 Probationary Period .....	-10-
9.02 Definition of Seniority .....	-10-
9.03 Transfer of Service and Seniority .....	-10-
9.04 Loss of Seniority .....	-11-
9.05 Effect of Absence .....	-11-
9.06 Seniority Lists .....	-12-
ARTICLE 10 - JOB SECURITY .....	-12-
10.01 (b) Staff Planning Committee .....	-12-
10.02 (a) Notice .....	-14-
10.03 Severance and Retirement Options .....	-15-

10.04	Regional Staff Planning Committees	-16-
10.05	Layoff and Recall	-16-
10.06	Benefits on Layoff	-18-
ARTICLE 11 -JOB POSTING		-18-
ARTICLE 12 - NO CONTRACTING OUT		-20-
ARTICLE 13 - WORK OF THE BARGAINING UNIT		-21-
13.01	<u>Work of the Bargaining Unit</u>	-21-
13.02	<u>Employment Agencies</u>	-21-
13.03	<u>Volunteers</u>	-21-
13.04	<u>Ratio of RN's to RPN's</u>	-21-
ARTICLE 14 - TECHNOLOGICAL CHANGE		-22-
ARTICLE 15 - LEAVES OF ABSENCE		-23-
15.01	<u>Bereavement Leave</u>	-23-
15.02	<u>Education Leave</u>	-23-
15.03	<u>Jury and Witness Duty</u>	-23-
15.04	<u>Pregnancy Leave</u>	-24-
15.05	<u>Parental Leave</u>	-26-
15.06	<u>Full-Time Union Office</u>	-27-
15.07	<u>Union Leave</u>	-28-
ARTICLE 16 - HOURS OF WORK		-28-
16.01	<u>Daily and Weekly Hours of Work</u>	-28-
16.02	<u>Rest Periods</u>	-29-
16.03	<u>Time Off Between Shifts</u>	-29-
16.04	<u>Weekends Off</u>	-29-
16.05	<u>Scheduling</u>	-30-
ARTICLE 17 - PREMIUM PAYMENT		-30-
17.01	<u>Definition of Regular Straight Time Rate of Pay</u>	-30-
17.02	<u>Definition of Overtime (Overtime Premium)</u>	-31-
17.03	<u>Reporting Pay</u>	-31-
17.04	<u>Standby</u>	-31-
17.05	<u>Call Back</u>	-31-
17.06	<u>Shift Premium</u>	-32-
17.07	<u>Responsibility Outside the Bargaining Unit</u>	-32-
17.08	<u>Overtime - Lieu Time</u>	-32-
17.09	<u>Paid-Time to Working Time</u>	-33-
17.10	<u>Weekend Premium</u>	-33-
17.11	<u>Full Time Call In</u>	-33-
ARTICLE 18 - ALLOWANCES		-33-
18.01	<u>Meal Allowance</u>	-33-

18.02 Uniform Allowance .....	-34-
18.03 Transportation Allowance .....	-34-
ARTICLE 19 - HEALTH AND SAFETY .....	-34-
19.01 Accident Prevention- Health and Safety Committee .....	-34-
19.02 Protective Clothing .....	-35-
ARTICLE 20 - PAID HOLIDAYS .....	-35-
ARTICLE 21 - VACATIONS .....	-37-
21.01 Entitlement and Calculation of Payment .....	-37-
21.02 <u>Approved Leave of Absence During Vacation</u> .....	-38-
21.03 <u>Payment on Termination</u> .....	-38-
21.04 <u>Scheduling of Vacation</u> .....	-38-
ARTICLE 22 - HEALTH AND INSURED BENEFITS .....	-39-
22.01 <u>Insured Benefits</u> .....	-39-
<u>Benefits on Early Retirement</u> .....	-40-
22.02 <u>Change of Carrier</u> .....	-40-
22.03 <u>Pension</u> .....	-40-
ARTICLE 23 - INJURY AND DISABILITY .....	-40-
23.02 <u>Disabled Employees</u> .....	-40-
ARTICLE 24 - SICK LEAVE .....	-41-
24.01 <u>sick leave and Long Term Disability</u> .....	-41-
24.02 <u>Workers' Compensation Benefits and Sick Leave (Full-Time)</u> .....	-42-
ARTICLE 25 - COMPENSATION .....	-42-
25.01 <u>Experience Pay</u> .....	-42-
25.02 <u>Promotion to a Higher Class</u> .....	-43-
25.03 <u>Temporary Transfer</u> .....	-43-
25.04 <u>Job Classification</u> .....	-43-
ARTICLE 26 - RELATIONSHIP .....	-44-
ARTICLE 27 - BULLETIN BOARDS .....	-44-
ARTICLE 28 - JOB DESCRIPTIONS .....	-44-
ARTICLE 29 - DURATION .....	-45-
29.01 <u>Renewal</u> .....	-45-
29.02 <u>Term</u> .....	-45-
SCHEDULE "A" .....	-50-

ADDENDUM TO AGREEMENT COVERING PART-TIME BARGAINING UNIT . . . . .	-52-
ARTICLE 2 - SCOPE AND RECOGNITION . . . . .	-52-
2.01 Recognition . . . . .	-52-
ARTICLE 4 - DEFINITIONS . . . . .	-52-
4.01 Temporary Employees . . . . .	-52-
4.02 A regular part-time employee . . . . .	-53-
4.03 A casual part-time employee . . . . .	-53-
4.04 "Employee" . . . . .	-53-
ARTICLE 9 - SENIORITY . . . . .	-53-
9.01 Probationary Period . . . . .	-53-
9.02 Definition of Seniority . . . . .	-53-
9.03 Transfer of Service and Seniority . . . . .	-54-
9.04 Loss of Seniority . . . . .	-54-
9.05 Effect of Absence . . . . .	-55-
ARTICLE 13 - WORK OF THE BARGAINING UNIT . . . . .	-55-
13.01 Work of the Bargaining Unit . . . . .	-55-
ARTICLE 15 - LEAVES OF ABSENCE . . . . .	-55-
15.01 Bereavement Leave . . . . .	-55-
15.02 Education Leave . . . . .	-56-
15.03 Jury and Witness Duty . . . . .	-56-
15.04 Pregnancy Leave . . . . .	-56-
15.05 Parental Leave . . . . .	-57-
15.06 Full-Time Union Office . . . . .	-59-
15.07 Union Leave . . . . .	-59-
ARTICLE 16 - HOURS OF WORK . . . . .	-59-
16.01 Daily and Weekly Hours of Work . . . . .	-59-
16.02 Rest Periods . . . . .	-59-
16.03 Time Off Between Shifts . . . . .	-59-
16.04 Commitment for Regular Part-Time Employees . . . . .	-60-
16.05 Scheduling . . . . .	-60-
ARTICLE 18 - ALLOWANCES . . . . .	-60-
18.01 Meal Allowance . . . . .	-60-
ARTICLE 20 - PAID HOLIDAYS . . . . .	-61-
ARTICLE 21 - VACATIONS . . . . .	-61-
21.01 Part-Time Vacation . . . . .	-61-
ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES . . . . .	-62-
SCHEDULE "B" . . . . .	-63-

## **ARTICLE 1 - PURPOSE**

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

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

- 2.01 (a) In accordance with the certificate issued by the Ontario Labour Relations Board and dated March 3rd, 1982 and subsequent Decision of the Board dated January 11, 2001, the Haliburton Highlands Health Services recognizes the Service Employees International Union, Local 204, as the bargaining agent of all employees of, Haliburton Highlands Health Services, save and except professional medical staff, graduate and undergraduate nurses, pharmacists, dieticians, the executive assistant to the Executive Director, 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.
- (b) This clause incorporates the legal name change from St. Joseph's General Hospital and Haliburton Highlands Health Services.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 (a) The Union acknowledges that it is the exclusive right and function of the HHHS, 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 HHHS in all respects in accordance with its obligations, relating to Haliburton Highlands Health Services, 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 Haliburton Highlands Health Services' 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 HHHS or by the HHHS on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

The HHHS 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 "**Executive Director**" shall refer to the Executive Director of Haliburton Highlands Health Services, Haliburton, Ontario.

### 4.04 **Correspondence**

Unless as otherwise specified, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, Haliburton Highlands Health Services, Haliburton, Ontario and Service Employees International Union, Local 204, 180 Shirreff Avenue, Suite 275, North Bay, Ontario, P1B 7K9.

4.05 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.

4.06 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 HHHS 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 HHHS of any changes therein and such notification shall be the HHHS's conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by the HHHS, the Union agrees to indemnify and save harmless the HHHS 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 HHHS 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 completing month of his or her probationary period for the purpose of ascertaining the wishes of the employees concerning membership in the Union. The HHHS 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 HHHS will supply the Union with the addresses of new employees when they are placed on the checkoff list for the first time.



The HHHS 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 HHHS, which shall in any way effect the operations of the HHHS, nor shall the HHHS 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 HHHS will recognize a Grievance Committee composed of the Chief Steward and not more than three (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 HHHS 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 HHHS up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

## 7.02 Union Stewards

- (a) The HHHS 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 HHHS 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 HHHS 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 HHHS 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 HHHS 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 HHHS 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 HHHS participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the HHHS does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The HHHS 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 HHHS 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 HHHS.
- (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 HHHS or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.
- 8.03 **At** the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, to the presence of his/her steward. In the case of suspension or discharge, the HHHS shall notify the employee of this right in advance.

Where the HHHS deems it necessary to suspend or discharge an employee, the HHHS 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 HHHS or the designated HHHS representative.

A meeting will then be held between the Chief Executive Officer or the designated HHHS 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 HHHS 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 HHHS 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 bypassed.

Where the grievance is a HHHS 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 HHHS 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 HHHS'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 HHHS and representatives of the Union will be final and binding upon the HHHS, the Union and the employee(s).
- 8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## **ARTICLE 9 - SENIORITY**

### **9.01 Probationary Period**

A new employee will be considered on probation until he has completed forty-five (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 HHS.

### **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 HHHS of such absence and providing a reason satisfactory to the HHHS;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty four **(24)** months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

#### 9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the HHHS, 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 HHHS will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

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

#### 9.06 Seniority Lists

A seniority list will be posted on the HHHS 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 - JOB SECURITY**

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

- (b) Staff-Planning Committee

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

or minimizing potential adverse effects upon employees in the bargaining unit including:

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

### **Composition and Meetings**

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

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

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

### **Disclosure**

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

### **Accountability**

The Committee shall submit its written recommendations to the Chief Executive Officer of the HHHS and the Board of Trustees. Where there is

no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the HHHS and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

10.02 (a) Notice of Layoff

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

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

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

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

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

10.03 Severance and Retirement Options

- (a) Severance Pay

- (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay and , on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3000) dollars.
  - (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any **classification(s)**, the HHHS will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the **classification(s)** in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the **classification(s)** who would otherwise receive notice of layoff under article 10.02(a)(ii).
- (c) Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the HHHS to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00

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

#### 10.04 Regional Staff Planning Committees

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

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

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

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

#### 10.05 Layoff and Recall

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 5% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the designated HHHS representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) An employee shall have the opportunity of recall from a layoff to an available opening, in Order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the HHHS shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (g) It is the sole responsibility of the employee who has been laid off to notify the HHHS 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 HHHS (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the HHHS.
- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) **A laid-off employee shall** retain the rights of recall for a period of twenty-four **(24)** months from the date of layoff.

#### 10.06 **Benefits on Layoff**

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

### **ARTICLE 11 - JOB POSTING**

- 11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the HHHS, such vacancy shall be posted by the HHHS for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three

(3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

- 11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other SEIU service bargaining units at the HHHS will be considered for such positions prior to considering persons not employed by the HHHS. 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 HHHS. 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 HHHS. 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 HHHS 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 HHHS shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

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

- (1) to employ the employees thus displaced from the HHHS; and
- (2) in doing so to stand, with respect to that work, in the place of the HHHS for the purposes of the HHHS's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

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

## **ARTICLE 13 -WORK OF THE BARGAINING UNIT**

### **13.01 Work of the Bargaining Unit**

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

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

### **13.02 Employment Agencies**

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

### **13.03 Volunteers**

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

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

At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the HHHS agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the Executive Director of the HHHS 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 HHHS 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 HHHS and the reasons for it. After full and complete disclosure to the Union the HHHS 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 HHHS 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 HHHS.

## 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 HHHS has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the HHHS 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 HHHS where not covered by OHIP.

## ARTICLE 15 - LEAVES OF ABSENCE

### 15.01 Bereavement Leave

An employee who notifies the HHHS 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 HHHS may be granted upon written application by the employee to the Executive Director of the HHHS. 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 HHHS 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 HHHS, the employee shall not lose regular pay because of such attendance provided that the employee:
  - (a) notifies the HHHS 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 HHHS 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 HHHS on his regularly scheduled day off, the HHHS 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 HHHS 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 HHHS 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 HHHS is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a) (b) and (c) above

#### 15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the ~~Employment Standards Act~~, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the HHHS with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the HHHS at least two (2) weeks in advance thereof.

- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the HHHS of the employee's Employment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

## 15.05 Parental Leave

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

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the HHHS at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the HHHS of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal

weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

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

#### 15.06 Full-Time Union Office

Upon application by the Union, in writing, the HHHS 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 (in the case of the Union President, two (2) calendar years) 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 HHHS 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 HHHS.
- (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 HHHS.
- (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 HHHS 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 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 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 HHHS will schedule a rest period of fifteen (15) minutes duration.

#### 16.03 Time Off Between Shifts

Except in cases of emergency, the HHHS 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 HHHS will schedule every second weekend off.

## 16.05 Scheduling

- (a) Work schedules covering a four (4) week period will be posted by the HHHS four (4) weeks in advance of going into effect and will not be changed unless mutually agreed between the HHHS and the Employee.
- 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 Executive Director or his/her appointee.
- (d) Subject to the approval of the HHHS, the employees will be allowed to change shifts with one another. Such exchange of shifts must be communicated to the HHHS in writing and the HHHS shall not be responsible for overtime payment claims resulting in such mutual exchange of shifts.
- (e) When an R.P.N. is replaced, she will be replaced by a part-time R.P.N., provided one is available.
- (f) Whenever the HHHS 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

Night Staff - four (4) hours before reporting time

If the appropriate notice is not given, then the Employee will be paid four (4) hours at her regular straight time rate of pay.

## **ARTICLE 17 - PREMIUM PAYMENT**

### 17.01 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 time and a half his straight time hourly rate unless such request is made for an emergency call, in which case Article 17.05 (a) shall apply.
- (b) It is understood and acknowledged that the HHHS 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 HHHS. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one (1) hour's prior notice 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 four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where call-back is

immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

- (b) Call-back pay shall cover all calls within the minimum four **(4)** hour period provided for under (a), If a second call takes place after four **(4)** hours have elapsed from the time of the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two call-back premiums within one such four **(4)** hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four **(4)** hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

#### 17.06 Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$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 HHHS 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 Weekend Premium

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

#### 17.11 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.

### **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 HHHS 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 HHHS 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 HHHS 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 HHHS 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 HHHS may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the HHHS satisfactory proof of payment of such taxi fare.

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

#### 19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the HHHS in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the HHHS 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 HHHS 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 HHHS at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the HHHS identifies high risk areas where employees are exposed to Hepatitis B, the HHHS will provide, at no cost to the employees, a Hepatitis B vaccine.

**19.02 Protective Clothing**

The HHHS 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 HHHS 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 HHHS is presently providing.

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

**ARTICLE 20 - PAID HOLIDAYS**

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

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day



Victoria Day  
Canada Day  
2nd Monday in June

Christmas Day  
Boxing Day  
\*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 HHHS. If no mutual agreement can be reached the day will be scheduled by the HHHS. 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 HHHS, 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 HHHS, 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 two (2) years of continuous service as of July 1 shall be entitled to two (2) weeks annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of July 1 shall be entitled to three (3) weeks annual vacation with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of July 1 shall be entitled to four (4) weeks annual vacation with pay.

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 HHHS 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 Executive Director, in writing, by April 15, of each year.
- (b) Vacation time shall be scheduled subject to the efficient operation of the HHHS.
- (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 HHHS agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the HHHS under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

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

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

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

(e) Benefits on Early Retirement

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

22.02 Change of Carrier

The HHHS 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 HHHS'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 DISABILITY**

23.01 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 HHHS may establish a special classification and salary with the hope of providing an opportunity of continued employment.

## ARTICLE 24 - SICK LEAVE

### 24.01 Sick Leave and Long Term Disability

- .01 The HHHS 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 HHHS 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 HHHS 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 Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the HHHS towards offsetting the cost of the benefit improvements contained in this Agreement.

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

**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 HHHS 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 HHHS and a written undertaking satisfactory to the HHHS that any payments will be refunded to the HHHS 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 - COMPENSATION**

**25.01 Experience Pay**

An employee hired by the HHHS with recent and related experience, may claim at the time of hiring on a form supplied by the HHHS consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The HHHS shall then evaluate such experience during the probationary period. Where, in the HHHS's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is

understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

#### 25.02 Promotion to a Higher Classification

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

#### 25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half 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 **HHHS**, the **HHHS** 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 **HHHS** to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the **HHHS** 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 **HHHS**. 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 **HHHS** 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 **HHHS**



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 HHHS.

#### 25.05 Wages and Classification Premiums

Not applicable.

### **ARTICLE 26 - RELATIONSHIP**

26.01 The HHHS 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 HHHS, except as specifically permitted by this Agreement or in writing **by** the HHHS.

### **ARTICLE 27 - BULLETIN BOARDS**

27.01 The HHHS 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 Executive Director 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, 2001, 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, 2001, that it desires to amend or terminate the Agreement.

Dated at Haliburton, Ontario this 5<sup>th</sup> day of Dec, 2001.

**FOR THE HALIBURTON HIGHLANDS  
HEALTH SERVICES**

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF INTENT

### RE: LIABILITY INSURANCE

Upon request of the Local Union, and with reasonable notice, the HHHS 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.

MEMORANDUM OF UNDERSTANDING

RE: SHIFT PREMIUM

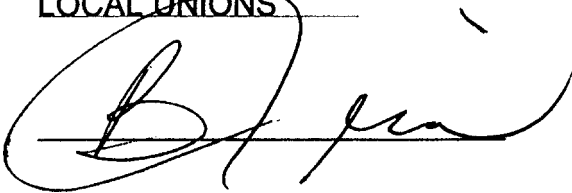
This Letter shall be attached to and form part of the Collective Agreement.

This Letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on May 2, 1989.
3. Hospitals who were paying a shift premium on the 11:00 a.m. to 7:00 p.m. shift under a former provision will not make any retroactive deduction from the date of effective the change to October 11, 1987.

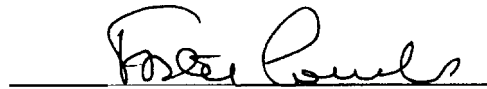
Signed at Toronto this      day of      , 1991.

FOR THE PARTICIPATING  
LOCAL UNIONS



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\_\_\_\_\_  
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FOR THE PARTICIPATING  
LOCAL HOSPITALS



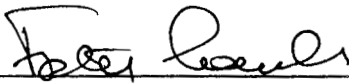
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LETTER OF INTENT

Upon request of either Party, and with reasonable notice, a Labour Management meeting will be convened to discuss issues of mutual concern.

Signed at Haliburton, Ontario, this 8 day of FEB, 2001.

**IS**                      **FOR THE UNION**

  
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**MEMORANDUM OF UNDERSTANDING  
RE: MITCHNICK**

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

Pursuant to the award of the Mitchnick Board dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 while the terms of this Collective Agreement remain in effect.

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

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

Signed at Toronto this 8<sup>th</sup> day of February 2001.

FOR THE PARTICIPATING  
LOCAL UNIONS

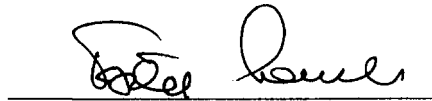


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FOR THE PARTICIPATING  
LOCAL HOSPITALS



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SEIU Rates of Pay

Schedule A Full-Time

Classification	Effective Date	Start	3 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years		
BSW	Oct 11/00	18.649		19.838	21.020	22.206	23.390	24.578	25.750		
	Oct 01/01	19.022		20.235	21.440	22.650	23.858	25.069	26.265		
MSW	Oct.11/00	21.275		22.627	23.979	25.327	26.677	28.030	29.383		
	Oct.01/01	21.701		23.080	24.459	25.834	27.211	28.591	29.971		
RPN	Oct.11/00	18.414		18.557	18.806						
	Oct.01/01	18.782		18.928	19.182						
Health Care Aides	Oct.11/00	15.100	15.250	15.63	16.02	16.38	16.86				
PSW	Oct 01/01	15.402	15.555	15.866	16.18	16.50	17.20				
Activity Aide											
Community PSW	Sept.8/00	10.350	10.650	10.930	11.270						
	Apr. 1/01	10.560	10.650	11.070	11.500						
	Oct.01/01	10.771	10.863	11.291	11.730						
Support Services Attendant	Oct.11/00	<del>14.961</del>		<del>15.307</del>	<del>15.669</del>	<del>16.003</del>	<del>16.464</del>				
	Oct.01/01	15.260		15.613	15.982	16.323	16.793				
Lead Hand, Support Services Attendant	Oct.11/00	16.025		16.346	16.673	17.006	17.346	17.693	18.047		
	Oct.01/01	16.346		16.673	17.006	17.346	17.693	18.047	18.408		
HRT	Oct.11/00	16.388	17.024	17.903	18.879						
	Oct.01/01	16.716	17.364	18.261	19.257						
Secretary / Clerk Typist	Oct.11/00	14.284	15.043	15.922	16.795						
	Oct.01/01	14.570	15.344	16.240	17.131						
Maintenance	Oct.11/00	15.190		15.575	15.982	16.464					
	Oct.01/01	15.494		15.887	16.302	16.793					
Classification	Effective Date	Start	3 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
Registered Tech Physio	Oct.11/00	19.683	20.674	21.500	22.398	23.300	24.202	25.103	26.015	26.905	27.818
	Oct.01/01	20.077	21.087	21.930	22.846	23.766	24.686	25.605	26.535	27.443	28.374

**SEIU Rates of Pay                      Schedule B    Part-Time**

Classification	Effective Date	Start	337 HR	1725 HR	3450 HR	5175 HR	6900 HR	8625 HR	10350 HR		
BSW	Oct 11/00	18.649		19.838	21.020	22.206	23.390	24.578	25.750		
	Oct 01/01	19.022		20.235	21.440	22.650	23.858	25.069	26.265		
MSW	Oct.11/00	21.275		22.627	23.979	25.327	26.677	28.030	29.383		
	Oct.01/01	21.701		23.080	24.459	25.834	27.211	28.591	29.971		
RPN	Oct.11/00	18.414		18.557	18.806						
	Oct.01/01	18.782		18.928	19.182						
Health Care Aides PSW Activity Aide	Oct.11/00	15.100	15.250	15.63	16.02	16.38	16.86				
	Oct.01/01	15.402	15.555	15.866	16.18	16.50	17.20				
Community PSW	Sept.8/00	10.350	10.650	10.930	11.270						
	Apr. 1/01	10.560	10.650	11.070	11.500						
	Oct.01/01	10.771	10.863	11.291	11.730						
Support Services Attendant	Oct.11/00	14.961		15.307	15.669	16.003	16.464				
	Oct.01/01	15.260		15.613	15.982	16.323	16.793				
Lead Hand, Support Services Attendant	Oct. 11/00	16.025		16.346	16.673	17.006	17.346	17.693	18.047		
	Oct.01/01	16.346		16.673	17.006	17.346	17.693	18.047	18.408		
HRT	Oct 11/00	16.388	17.024	17.903	18.879						
	Oct.01/01	16.716	17.364	18.261	19.257						
Secretary/ Clerk Typist	Oct. 11/00	14.284	15.043	15.922	16.795						
	Oct.01/01	14.570	15.344	16.240	17.131						
Maintenance	Oct. 11/00	15.190		15.575	15.982	16.464					
	Oct.01/01	15.494		15.887	16.302	16.793					
Classification	Effective Date	Start	1650 HR	3300 HR	4950 HR	6600 HR	8250 HR	9900 HR	11550 HR	13200 HR	14850 HR
Registered Tech Physio	Oct. 11/00	19.683	20.674	21.500	22.398	23.300	24.202	25.103	26.015	26.905	27.818
	Oct.01/01	20.077	21.087	21.930	22.846	23.766	24.686	25.605	26.535	27.443	28.374



**ADDENDUM TO AGREEMENT  
COVERING PART-TIME BARGAINING UNIT**

BETWEEN

**HALIBURTON HIGHLANDS HEALTH SERVICES**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204**

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 Recognition**

In accordance with the certificate issued by the Ontario Labour Relations Board and dated March 3rd, 1982 and subsequent Decision of the Board dated January 11, 2001, the Haliburton Highlands Health Services recognizes the Service Employees international Union, Local 204, as the bargaining agent of all employees of Haliburton Highlands Health Services, 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, pharmacists, dieticians, the executive assistant to the Executive Director.

**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 HHHS or by the HHHS on its own up to 12 months where the leave

of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

The HHHS 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 HHHS to be available for work on a pre-determined basis as required and determined by the HHHS 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 HHHS.

### **9.02 Definition of Seniority**

Part time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

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

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

### 9.03 Transfer of Service and Seniority

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

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under 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 HHHS of such absence and providing a reason satisfactory to the HHHS;

- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

9.05 Effect of Absence

Effective February 28, 1995, Part-Time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B benefits, on the basis of what the employee's normal regular hours of work would have been.

**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 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the **HHHS** with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the **HHHS** at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 22 of the **Employment Insurance Act**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the **HHHS** of the employee's Employment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours **plus** any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The HHHS will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen weeks while the employee is on pregnancy leave. For Part-time employees, the HHHS will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 15.05 Parental Leave

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

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

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The HHHS will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee

is on parental leave. For Part-time employees, the HHHS will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The HHHS will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

15.06 Full-Time Union Office

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 HHHS 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 HHHS four (4) weeks in advance of going into effect.
- (b) When an R.P.N. is replaced, she will be replaced by a part-time R.P.N. 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 HHHS 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 (b) 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       |
|     | Canada Day         | Float Day        |

Note: The Float Day must be requested prior to the posting of the schedule.

**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 3,450 hours of continuous service as of July 1 shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of July 1 shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service as of July 1 shall receive 8% of gross earnings.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of 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 HHS 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 HHS, 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 8<sup>th</sup> day of FEBRUARY, 2001.

**FOR THE HALIBURTON HIGHLANDS  
HEALTH SERVICES**

*Foster Leavelle*

**FOR THE UNION**

