

32- FT  
58- PT

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 1.0n,**

**C.L.C.  
(hereinafter called the "Union")**

RECEIVED  
APR 27 2007

**EXPIRES: October 10, 2006**

09192(07)

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
<b><u>ARTICLE 1 - PURPOSE.....</u></b>	<b><u>5</u></b>
<b><u>ARTICLE 2 - SCOPE AND RECOGNITION.....</u></b>	<b><u>5</u></b>
<b><u>ARTICLE 3 - MANAGEMENT RIGHTS.....</u></b>	<b><u>5</u></b>
<b><u>ARTICLE 4 - DEFINITIONS.....</u></b>	<b><u>5</u></b>
4.01 <u>TEMPORARY EMPLOYEES.....</u>	5
4.02 <u>A REGULAR PART-TIME EMPLOYEE.....</u>	5
4.03 <u>A CASUAL PART-TIME EMPLOYEE.....</u>	6
4.04 <u>CORRESPONDENCE.....</u>	6
<b><u>ARTICLE 5 - UNION SECURITY.....</u></b>	<b><u>6</u></b>
5.01 <u>UNION DUES.....</u>	6
5.02 <u>INTERVIEW PERIOD.....</u>	7
5.03 <u>EMPLOYEE LISTS.....</u>	7
<b><u>ARTICLE 6 - NO STRIKE/LOCKOUT.....</u></b>	<b><u>7</u></b>
<b><u>ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES.....</u></b>	<b><u>8</u></b>
7.01 <u>GRIEVANCE COMMITTEE.....</u>	8
7.02 <u>UNION STEWARDS.....</u>	8
7.03 <u>CENTRAL BARGAINING COMMITTEE.....</u>	9
7.04 <u>LOCAL NEGOTIATING COMMITTEE.....</u>	10
<b><u>ARTICLE 8 - GRIEVANCE AND ARBITRATION.....</u></b>	<b><u>11</u></b>
<b><u>ARTICLE 9 - SENIORITY.....</u></b>	<b><u>15</u></b>
9.01 <u>PROBATIONARY PERIOD.....</u>	15
9.02 <u>DEFINITION OF SENIORITY.....</u>	15
9.03 <u>TRANSFER OF SERVICE AND SENIORITY.....</u>	15
9.04 <u>LOSS OF SENIORITY.....</u>	16
9.05 <u>EFFECT OF ABSENCE.....</u>	16
<b><u>ARTICLE 10 - JOB SECURITY.....</u></b>	<b><u>17</u></b>
(b) <u>STAFF PLANNING COMMITTEE.....</u>	17
10.03 <u>SEVERANCE AND RETIREMENT OPTIONS.....</u>	20
10.04 <u>REGIONAL STAFF PLANNING COMMITTEES.....</u>	21
10.05 <u>LAYOFF AND RECALL.....</u>	22
10.06 <u>BENEFIT ON LAYOFF.....</u>	23
<b><u>ARTICLE 11 - JOB POSTING.....</u></b>	<b><u>24</u></b>
<b><u>ARTICLE 12 - NO CONTRACTING OUT.....</u></b>	<b><u>25</u></b>
<b><u>ARTICLE 13 - WORK OF THE BARGAINING UNIT.....</u></b>	<b><u>26</u></b>

13.01	<u>WORK OF THE BARGAINING UNIT</u> .....	26
13.02	<u>EMPLOYMENT AGENCIES</u> .....	26
13.03	<u>VOLUNTEERS</u> .....	26
13.04	<u>RATIO OF RN'S TO RPN'S</u> .....	26
<b>ARTICLE 14 - TECHNOLOGICAL CHANGE</b> .....		<b>27</b>
<b>ARTICLE 15 - LEAVES OF ABSENCE</b> .....		<b>27</b>
15.01	<u>BEREAVEMENT LEAVE</u> .....	27
15.02	<u>EDUCATION LEAVE</u> .....	28
15.03	<u>JURY AND WITNESS DUTY</u> .....	28
15.04	<u>PREGNANCY LEAVE</u> .....	29
15.05	<u>PARENTAL LEAVE</u> .....	30
15.06	<u>FULL-TIME UNION OFFICE</u> .....	32
15.07	<u>UNION LEAVE</u> .....	32
<b>ARTICLE 16 - HOURS OF WORK</b> .....		<b>36</b>
<b>16.01 Daily and Weekly Hours of Work</b> .....		<b>36</b>
16.02	<u>REST PERIODS</u> .....	37
16.03	<u>TIME OFF BETWEEN SHIFTS</u> .....	37
<b>ARTICLE 17 - PREMIUM PAYMENT</b> .....		<b>37</b>
17.01	<u>DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY</u> .....	37
17.02	<u>DEFINITION OF OVERTIME (OVERTIME PREMIUM)</u> .....	37
17.03	<u>REPORTING PAY</u> .....	38
17.04	<u>STANDBY</u> .....	38
17.05	<u>CALL BACK</u> .....	38
17.06	<u>SHIFT PREMIUM</u> .....	39
17.07	<u>RESPONSIBILITY OUTSIDE THE BARGAINING UNIT</u> .....	39
17.08	<u>OVERTIME- LIEU TIME</u> .....	39
17.09	<u>PAID TIME TO WORKING TIME</u> .....	39
17.10	<u>WEEKEND PREMIUM</u> .....	40
17.11	<u>FULL TIME CALL IN</u> .....	40
<b>ARTICLE 18 - ALLOWANCES</b> .....		<b>40</b>
18.01	<u>MEAL ALLOWANCE</u> .....	40
18.02	<u>UNIFORM ALLOWANCE</u> .....	40
18.03	<u>TRANSPORTATION ALLOWANCE</u> .....	40
<b>ARTICLE 19 - HEALTH AND SAFETY</b> .....		<b>41</b>
19.01	<u>ACCIDENT PREVENTION- HEALTH AND SAFETY COMMITTEE</u> .....	41
19.02	<u>PROTECTIVE CLOTHING</u> .....	41
<b>ARTICLE 20 - PAID HOLIDAYS</b> .....		<b>42</b>
<b>ARTICLE 21 - VACATIONS</b> .....		<b>43</b>

21.01	ENTITLEMENT AND CALCULATION OF PAYMENT FULL-TIME.....	43
21.01	ENTITLEMENT AND CALCULATION OF PAYMENT PART-TIME .....	44
21.02	APPROVED LEAVE OF ABSENCE DURING VACATION.....	46
21.03	PAYMENT ON TERMINATION.....	46
21.04	SCHEDULING OF VACATION.....	46
<b>ARTICLE 22 - HEALTH AND INSURED BENEFITS.....</b>		<b>46</b>
22.01	INSURED BENEFITS.....	46
(e)	Benefits on Early Retirement.....	47
(f)	Benefits for Part-time Employees.....	47
22.02	CHANGE OF CARRIER.....	48
22.03	PENSION.....	48
<b>ARTICLE 23 - INJURY AND DISABILITY .....</b>		<b>49</b>
<b>ARTICLE 24 - SICK LEAVE.....</b>		<b>49</b>
24.01	SICK LEAVE AND LONG TERM DISABILITY.....	49
24.02	WORKERS COMPENSATION BENEFITS AND SICK LEAVE (FULL-TIME).....	50
<b>ARTICLE 25 - COMPENSATION.....</b>		<b>51</b>
25.01	EXPERIENCE PAY .....	51
25.02	PROMOTION TO A HIGHER CLASSIFICATION.....	51
25.03	TEMPORARY TRANSFER.....	51
25.04	JOB CLASSIFICATION.....	51
25.05	WAGES AND CLASSIFICATION PREMIUMS.....	52
25.06	JOB DESCRIPTIONS.....	52
<b>ARTICLE 26 - RELATIONSHIP.....</b>		<b>52</b>
<b>ARTICLE 27 - EDUCATION FUND .....</b>		<b>52</b>
<b>ARTICLE 28 - PROFESSIONAL RESPONSIBILITY.....</b>		<b>53</b>
<b>ARTICLE 29 - DURATION.....</b>		<b>54</b>
29.01	RENEWAL .....	54
29.02	TERM.....	54
<b>ARTICLE 30 - MISCELLANEOUS.....</b>		<b>54</b>
<b>ARTICLE 31 - SUPERIOR CONDITIONS .....</b>		<b>54</b>
<b>LOCAL PROVISIONS APPENDIX</b>		
L2	SCOPE AND RECOGNITION .....	55
L3	MANAGEMENT RIGHTS .....	55
L7	UNION REPRESENTATION AND COMMITTEES.....	55
L9	SENIORITY .....	56

<u>L15 UNION LEAVE .....</u>	<u>56</u>
<u>L16 HOURS OF WORK .....</u>	<u>56</u>
<u>L18 ALLOWANCES .....</u>	<u>58</u>
<u>L19 HEALTH AND SAFETY .....</u>	<u>58</u>
<u>L20 PAID HOLIDAYS .....</u>	<u>60</u>
<u>L21 VACATIONS .....</u>	<u>60</u>
<u>L30 MISCELLANEOUS .....</u>	<u>61</u>
<u>MODEL AGREEMENT .....</u>	<u>62</u>
<u>LETTER OF INTENT Re: Liability Insurance .....</u>	<u>65</u>
<u>WORKLOAD REVIEW FORM .....</u>	<u>66</u>
<u>LETTER OF INTENT Re: Utilization of RPN Skills .....</u>	<u>67</u>
<u>LETTER OF INTENT Re: Joint Benefits Review Committee .....</u>	<u>68</u>
<u>LETTER OF INTENT Re: Standardization Committee .....</u>	<u>69</u>
<u>LETTER OF INTENT Re: Staff Planning Committee and Charney Board .....</u>	<u>70</u>
<u>LETTER OF INTENT Re: Transformation in Health Care .....</u>	<u>71</u>
<u>LETTER OF INTENT Re: Time Off Between Shifts (PSW LTC) .....</u>	<u>72</u>
<u>SCHEDULE "A" Full-time .....</u>	<u>73</u>
<u>SCHEDULE "A" Part-time .....</u>	<u>76</u>

## **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**

*See the Local Provisions Appendix L2*

## **ARTICLE 3 - MANAGEMENT RIGHTS**

*See the Local Provisions Appendix L3*

## **ARTICLE 4 - DEFINITIONS**

### **4.01 Temporary Employees**

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and 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 A regular Dart-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.

4.04 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.

4.05 "Executive Director" shall refer to the Executive Director of Haliburton Highlands Health Services.

4.06 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 1. on, 126 Lakeshore Drive, North Bay, Ontario, P1A2A8

4.07 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.

4.08 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.

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

#### 5.02 Interview Period

It is agreed that upon commencement of employment new employees will be advised by a representative of the 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

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

### **ARTICLE 6 - NO STRIKE/LOCKOUT**

- 6.01 During the term of this Agreement 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 two **(2)** employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the 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. In addition, such Committee Members shall be paid their applicable rate of pay for time spent in such meetings outside their regularly scheduled hours of work. Such hours are not to be included in the calculation of hours for the purpose of overtime.

### **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.

(c) 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.

In addition, the Chief Steward will be granted eight (8) hours of paid time off in every four (4) week period, to perform Union business. Such paid time for Union matters shall be in addition to such other time devoted to Union matters as provided elsewhere in this Agreement. Where Union business requires the staff to travel between the different HHHS sites, the HHHS will either provide transportation or reimburse employees according to the transportation allowance provision.

Should, in the course of performing Union business, a steward requires a private space to conduct a meeting with an employee or employees, one will be so provided upon request, providing space is available at the time.

(e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.

See Local Provisions Appendix L7

### 7.03 Central Bargaining Committee

In future central bargaining between Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for 2 (two) days of preparation time for such central negotiating meetings with the Hospitals' Central Negotiating Committee. Upon reference to arbitration,

the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

#### 7.04 Local Negotiating Committee

- (a) The 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.

#### 7.05 Labour-Management Committee

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

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

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

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

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

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

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

- 8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and 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 his 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 (designated by HHHS). The employee may be accompanied by a Union steward. The (designated by HHHS) will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the HHHS may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the (designated by HHHS).

A meeting will then be held between the (designated by HHHS) and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

The decision of the 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 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby 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 (designated by HHHS), within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by the Union steward at Step 2 of the grievance procedure to the 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,
- (c) any other arrangement which may be deemed just and equitable.

8.08 (a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

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

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 (a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree

upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

## **ARTICLE 9 - SENIORITY**

### 9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work (three hundred and thirty-seven and one-half hours for part-time employees) within any twelve (12) calendar months. Upon completion of probationary period he shall be credited with seniority equal to forty-five (45) days or the three-hundred and thirty-seven and one-half (337½) hours. With the written consent of the HHS, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### 9.02 Definition of Seniority

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

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 fast date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

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

Employees' hours of service  

---

1950 X 1725 = Converted hours of service

### 9.03 Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose



status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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

#### 9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the 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;
- (9) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall.

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

#### 9.05 Effect of Absence Full-Time

- (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 HHS will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. or LTD benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to 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 thirty (30) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits or while an employee is on sick leave (including the Employment Insurance period), or for a period of one (1) year if an employee's unpaid absence is due to an illness.

### **Part-Time**

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

See the Local Provisions **Appendix L9**

## **ARTICLE 10 - JOB SECURITY**

- 10.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of lay-off 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 HHS 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 (3) 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 three (3) members of the bargaining Unit and three (3) members from the HHHS. One (1) additional representative from both parties will be added to the Committee from the area affected by any downsizing initiatives taken by the HHHS.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the HHHS at his or her regular or premium rate as may be applicable. 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.

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

10.02 (a) Notice of Lay-off

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed lay-off 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 lay-off, or pay in lieu thereof.

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

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

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

The HHHS bears the onus of demonstrating that the foregoing 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 thirty (30) days after receiving notice of lay-off 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 thirty (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 lay-off 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 lay-off under article 10.02(a)(ii).

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,

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

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

#### 10.04 Regional Staff Planning Committees

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

To achieve this objective the 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 Lay-off and Recall

- (a) In the event of lay-off, 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 lay-off shall have the right to either:
  - (i) Accept the lay-off; or
  - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 15% 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) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work.

- (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 lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the 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 lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees,
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

#### 10.06 Benefits on Lay-off

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



## **ARTICLE 11 - JOB POSTING**

- 11.01** Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the 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 five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period. The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article 10.02 (a) of it's intention to eliminate the position.
- 11.02** The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, worksites, 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 for a period of seven (7) calendar days 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 lay-off 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**

#### **Full-Time and Part-Time**

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

### **13.04 Ratio of 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.

### 13.05 RPN Utilization

#### Full-Time and Part-Time

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

## **ARTICLE 14 - TECHNOLOGICAL CHANGE**

- 14.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.
- 14.02 Where the 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 lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

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

### 15.01 Bereavement Leave

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

be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt or uncle. The HHHS in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the HHHS may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

#### 15.02 Education Leave

- (a) If required by the 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.
- (9) 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 qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the 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.

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



(37) weeks after the parental leave began otherwise, while the employee is on parental leave. 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.

- (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 fourteen (14) 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 time from any one area, and the number of days of absence shall be **as** provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).

*See Local Provisions Appendix L15*

## 15.08 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four **(4)** years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one **(1)** year leave of absence following the four **(4)** years of salary deferral.
- (b) The employee must make written application to the HHHS at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve **(12)** month period as may be agreed upon by the employee, the local Union and the HHHS.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four **(4)** year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the HHHS.
- (g) **All** deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the HHHS and the employee.
- (h) **All** during the four **(4)** year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the HHHS. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the HHHS plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The HHHS will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the HHHS is unable to find a suitable replacement, it may postpone the leave. The HHHS will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the HHHS in order to authorize the HHHS to make the appropriate deductions from the employee's pay. Such agreement will include
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

## 15.09 Personal Leave

### Full-time and Part-time

Employees needing unpaid personal leave days for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

Subject to superior conditions in collective agreements without existing personal leave language, provide as follows:

Employees needing unpaid personal leave days for appointments with medical practitioners may apply for personal leave, which leave will not be unreasonably withheld.

#### 15.10 Medical Care and Emergency Leave

Full-time and Part-time

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

### 15.11 Compassionate Care Leave

#### Full-time and Part-time

(The following clause is applicable to full-time and part-time employees). The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums)

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care 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.

## **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 for full-time employees and twenty-four (24) hours per week for part-time employees. 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 that part-time employees will not be scheduled to work more than seven and one-half (7.5) hours in any twenty-four hour period.

The HHHS further agrees to arrange shifts of full-time staff 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.

The employer may allow an exchange of shifts at the request of two (**2**) employees provided that its approval is obtained in advance and that no additional cost of the employer results from such exchange of shifts.

*See Local Provisions Appendix L16*

## **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 \$2.50 per hour for all hours on standby.

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

Effective April 1, 2005, this amount shall be increased to **\$2.75** per hour.  
 Effective April 1, 2006, this amount shall be increased to **\$3.00** per hour.

**17.05 Call Back**

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 ½) 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 (1 ½) 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 (2) 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 sixty-five cents (\$0.65) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

This amount shall increase to seventy (70) cents effective April 1, 2005, eighty (80) cents effective April 1, 2006, and eighty-five (85) cents effective October 10, 2006.

#### 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 overtime rate (i.e. where the applicable rate is time and one-half (1 1/2) then time off shall be one and one-half (1 1/2) times).

Where an employee chooses the latter option, such time off must be taken within the succeeding four (4) 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

An employee shall be paid a weekend premium of sixty-five (\$.65) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

The weekend premium shall increase to seventy cents (\$0.70) effective April 1, 2005, eighty cents (\$0.80) effective April 1, 2006 and eighty-five cents (\$0.85) effective October 10, 2006.

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 (1.5) 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

***See Local Provisions Appendix L18***

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 km (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.

When an employee is requested by the HHHS, after reporting for their scheduled shift, to travel to the Minden site or the Haliburton site, whichever is applicable, the HHHS will provide a transportation allowance of thirty-five cents (\$0.35) per kilometre to a maximum of twenty dollars (\$20.00) per round trip.

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

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

*See Local Provisions Appendix L19*

### **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<sup>st</sup> of each year the Hospital will provide \$100.00 per year to each full-time employee and \$65.00 per year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

### **19.03 Influenza Vaccine**

The parties agree that influenza vaccinations may be beneficial for patients and hospital employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (i) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (ii) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine.
- (iii) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence

during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

- (iv) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (v) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (vi) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 20 - PAID HOLIDAYS**

### ***See Local Provisions Appendix L20 for designation of Holidays***

- 20.01 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.
- 20.02 Employees preferences shall be considered before posting of schedules for any of the paid holidays, provided that there is no delay in stating the preference.
- 20.03 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.
- 20.04 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.
- 20.05 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.
- 20.06 Where lieu days off are provided for herein, such days off shall be taken at a mutually agreed upon time within sixty (60) days of the time they are granted. Lieu days must be taken no later than the last day of February following the calendar year in which they are granted.

20.07 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.

Where an employee chooses the latter option, such time off must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

20.08 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.

20.09 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 (a) Entitlement and Calculation of Payment - Full-Time Employees

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 January 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 January 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 January 1 shall be entitled to three (3) weeks annual vacation with pay.

An employee who has completed five (5) years but less than fourteen (14) years of continuous service as of January 1 shall be entitled to four (4) weeks annual vacation with pay. Effective October 11, 2005, an employee who has completed five (5) years but less than thirteen (13) years of continuous service as of January 1 shall be entitled to four (4) weeks annual vacation with pay.

An employee who has completed fourteen (14) years but less than twenty-two (22) years of continuous service as of January 1 shall be entitled to five (5) weeks annual vacation with pay. Effective October 11, 2005, an employee who has completed thirteen (13) years but less than twenty-two (22) years of continuous service as of January 1 shall be entitled to five (5) weeks annual vacation with pay.

An employee who has completed twenty-two (22) or more years of continuous service as of January 1 shall be entitled to six (6) weeks annual vacation with pay.

The following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service as of January 1 shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service, as of January 1, shall be entitled to an additional five (5) days vacation with pay.

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

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.

(b) Entitlement and Calculation of Payment - Part-Time Employees

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 January 1 shall receive 4% of gross earnings. Such part-time employee is entitled to take two (2) weeks as an unpaid leave of absence for the purpose of vacation.

A part-time employee who has completed more than 3,450 hours but less than 8,625 hours of continuous service as of January 1 shall receive 6% of gross earnings. Such part-time employee is entitled to take three (3) weeks as an unpaid leave of absence for the purpose of vacation.

A part-time employee who has completed more than 8,625 hours but less than 24,150 hours of continuous service as of January 1 shall receive 8% of gross earnings. Such part-time employee is entitled to take four (4) weeks as an unpaid leave of absence for the purpose of vacation. Effective October 11, 2004, a part-time employee who has completed more than 8,625 hours but less than 22,425 hours of continuous service as of January 1 shall receive 8% of gross earnings.

A part-time employee who has completed more than 24,150 hours but less than 37,950 hours of continuous service as of January 1 shall receive 10% of gross earnings. Such part-time employee is entitled to take five (5) weeks as an unpaid leave of absence for the purpose of vacation. Effective October 11, 2005, a part-time employee who has completed more than 22,425 hours but less than 37,950 hours of continuous service as of January 1 shall receive 10% of gross earnings.

A part-time employee who has completed 37,950 hours of continuous service or more as of January 1, shall receive 12% of gross earnings. Effective October 11, 2002, a part-time employee who has completed 39,675 hours of continuous service or more as of January 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 10th, 1986 will be credited with the service they held under the Agreement expiring November 15th, 1985.

The following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed 51,750 hours of continuous service as of January 1 of any year shall receive an additional 2% of gross earnings in the year it is achieved.

An employee who has completed 60,375 hours of continuous service as of January 1 of any year shall receive an additional 2% of gross earnings in the year it is achieved.

21.02 Approved Leave of Absence During Vacation (Full-Time)

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

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

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

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

21.03 Payment on Termination

See *Local Provisions Appendix L21*

21.04 Scheduling of Vacation

See *Local Provisions Appendix L21*

**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 \$200.00 every 24 months plus bi-annual eye exams) as well as a hearing aid allowance cost of acquisition per individual every 36 months.

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

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

(e) Benefits on Early Retirement

The 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.

(9) Benefits For Part-Time Employees

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 HHHS, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay,



responsibility allowance, jury and witness duty, bereavement pay and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

## 22.02 Change of Carrier

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

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

The participating hospitals and SEIU agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:

- The methods by which the investigation will take place

- Identify potential sources of funding for investigation of the benefits Trust.

- Identification of the appropriate method to determine the feasibility of the Trust.

## 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.

On date of hire or during appropriate orientation the Hospital will provide full and part-time employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet.

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

### **23.01 Worker's Compensation Injury**

In the case of an accident which will be compensated by the Workers' Compensation Board, the employer will pay the employee's wages for the day of accident.

## **ARTICLE 24 - SICK LEAVE**

### **24.01 Sick Leave and Long Term Disability (full-time employees)**

- .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 1992 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:

- 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.

.09 Pay for Medical Certificates

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

#### 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 \_\_\_\_\_ i

- (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 and provide details at least fourteen (14) days prior to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the 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.
- (c) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the HHHS.

25.05 Wages and Classification Premiums

Not applicable.

25.06 Job Descriptions:

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request.

**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 – EDUCATION FUND**

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

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

## **ARTICLE 28 – PROFESSIONAL RESPONSIBILITY**

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

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

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 7.05) through their union representative in a format to be determined by the respective committee.

### **28.02 RPN Certification**

(The following Article is applicable to RPNs only)

A nurse is required to present to the Chief Nursing officer or designate on or before February 15<sup>th</sup> of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

Where the Hospital uses the College of Nurses of Ontario automated registration process, it is understood that such date may be later than the usual registration date.

**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, 2006, 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, 2006, that it desires to amend or terminate the Agreement.

**ARTICLE 30 - MISCELLANEOUS**

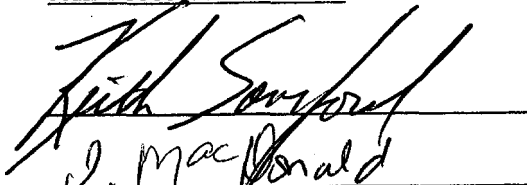
See Local Provisions *Appendix L30*

**ARTICLE 31 – SUPERIOR CONDITIONS**


31.01 The Parties agree that current superior conditions shall be maintained.

Dated at Haliburton, Ontario this 13 day of Dec 2006.

**FOR THE HALIBURTON HIGHLANDS  
HEALTH SERVICES**

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

**FOR THE UNION**

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

## LOCAL PROVISIONS APPENDIX

### L2 SCOPE AND RECOGNITION

The Employer recognizes the Service Employees International Union, Local Union, as the sole and exclusive bargaining agent of all employees of, Haliburton Highlands Health Services, save and except professional medical staff, graduate and undergraduate nurses, administrative assistant to the President and CEO, supervisors, persons above the rank of supervisor, students employed during the school vacation period and also excluding persons encompassed by the bargaining rights held by the Canadian Union of Public employees in its Local 1255.

### L3 MANAGEMENT RIGHTS

- (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.

### L7 UNION REPRESENTATION AND COMMITTEES

#### Union Stewards

- (a) The HHHS acknowledges the right of the Union to appoint or otherwise select six (6) stewards from among employees in the bargaining unit.

Environmental Services -	1
Long Term Care -	1
Community Programs -	1
Clerical -	1



Acute Care - 1  
Paramedical- 1

For clarity purposes Community Programs refers to Mental Health Services, Supportive Housing, Diabetes Program and any future community programs.

- (b) The hospital agrees to **allow** the Union to book the “Staff Lounge” for the purpose of conducting union business.

**L9 SENIORITY**

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. The “Call In” schedule will be adjusted according to the posted seniority list

**L15 UNION LEAVE**

The cumulative total leave shall not exceed six (6) weeks in total. Should additional time be required, it will not be unreasonably withheld.

No more than three (3) employees may be absent for such leave and no more than one (1) from each organizational unit.

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.

**L16 HOURS OF WORK**

**.01 Weekends Off**

The HHHS will schedule every second weekend off for full-time employees.

**.02 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 a 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 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).

.03 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.  
  
The employer will endeavour to post Christmas work schedules by November 15<sup>th</sup>.
- (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, 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.

- (g) The HHHS will endeavour to schedule full-shifts to the part-time employees who normally would be scheduled to work a four **(4)** or five (5) hour shift, on the basis of seniority whenever a full-shift becomes available, prior to the schedule being posted.
- (h) Hours that become available after the schedule has been posted will be offered to available part-time employees in order of seniority.

## **L18 ALLOWANCES**

### Uniform Allowance

Where uniforms are required, the HHHS shall provide a uniform allowance of \$135.00 per year for full-time employees and \$90.00 per year for regular part-time employees in a lump sum payment in the first pay period of November of each year.

## **L19 HEALTH AND SAFETY**

### Accident Prevention- Health and Safety Committee

- a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- b) The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and *form* part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
- c) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- d) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood

borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

- e) **An** employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- f) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- g) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention- Health & Safety Committee at least one **(1)** representative selected or appointed by the Union from amongst bargaining unit employees.
- h) 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.
- i) 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.
- j) Any representative appointed or selected in accordance with **(b)** hereof shall serve for **a** term of one ~~(1)~~ calendar year from the date of appointment which may be renewed for further periods of one ~~(1)~~ year. Time off for such representative(s) to attend meetings of the Accident Prevention- Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his/her regular or premium rate **as** may be applicable.
- k) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- l) 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.

## **L20 PAID HOLIDAYS**

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	Christmas Day
Canada Day	Boxing Day
2nd Monday in June	*Float Day

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.

## **L21 VACATIONS**

### **.01 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.

### **.02 Scheduling of Vacation**

Vacations will be scheduled as follows:

- (a) Vacation preferences will be submitted by the employee to the President and Department Manager, 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 summer work schedule for the months of July and August shall be posted by May 15<sup>th</sup> through to September 15<sup>th</sup>. Local Provisions Appendix L16.03 will apply.

**L30 MISCELLANEOUS**

Bulletin Boards

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. The appropriateness of such postings will be determined solely by the President and CEO and any inappropriate materials will be promptly removed.

Dated at Haliburton, Ontario this 13 day of Dec - 2006.

**FOR THE HALIBURTON HIGHLANDS  
HEALTH SERVICES**

[Signature]  
J. MacDonald

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

**FOR THE UNION**

[Signature]  
[Signature]

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

**MODEL AGREEMENT  
EXTENDED SHIFT ARRANGEMENTS  
BETWEEN**

**“THE EMPLOYER”**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

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

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

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

**Article 1 - Work Unit and Employees Covered**

(Detailed and specific description of department and employees covered)

**Article 2 – Probation**

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

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

**Article 3 – Hours of Work**

3.1 The normal or standard extended workday shall be \_\_\_\_\_ hours per day.

3.2 (Detailed description with an attached schedule where appropriate.)

3.3 (Where applicable)

Failure to provide \_\_\_\_\_ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift **shall** result *in*

payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the \_\_\_\_\_ hour period.

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

#### **Article 4 – Scheduling**

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

#### **Article 5 – Overtime**

5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.

5.2 For purposes of overtime the hours of work per week shall be averaged over \_\_\_\_\_ (weekly/pay-periods).

#### **Article 6 – Rest and Meal Periods**

6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

6.2 (The length of the meal period to be determined locally).

#### **Article 7 – Sick Leave and Long-Term Disability**

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

#### **Article 8 – Paid Holidays**

(Applicable to Full-time Employees Only)

8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (Article 16).

8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.



**Article 9 – Vacation**

9.1 (Applicable to Full-time only)

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

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

**Article 10 – Temporary Transfers**

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

**Article 11 – Responsibility Allowance Outside the Bargaining Unit**

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

**Article 12 – Termination**

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

SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

FOR THE UNION

FOR THE HHHS

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

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

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.

SIGNED AT HALIBURTON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003

For the Employer:

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

For the Union:

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

# WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence \_\_\_\_\_

Date Form Submitted to Employer \_\_\_\_\_

Site/Location \_\_\_\_\_ Department/Unit \_\_\_\_\_

Type of Work Being Performed  
\_\_\_\_\_

Number of Staff on Duty \_\_\_\_\_ Usual Number of Staff on Duty \_\_\_\_\_

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

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

To correct this problem, I/we recommended:

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

Name/Title of Immediate Supervisor Notified

\_\_\_\_\_

Date/Time of Notification

\_\_\_\_\_

Response

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

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

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

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

\_\_\_\_\_

## **Letter of Intent**

### **Regarding the Utilization of RPN Skills**

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

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

**For the Hospitals:**

**For the Union:**

## Letter of Intent

### Re: Joint Benefits Review Committee

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

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

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

**For the Hospitals:**

**For the Union:**

## **Letter of Intent**

### **RE: Standardization Committee**

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

**For the Hospitals:**

**For the Union:**

## **Letter of Intent**

### **Re: Staff Planning Committee and Charney Board**

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

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

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

**For the Hospitals:**

**For the Union:**

**Letter of Understanding Re: Transformation in Health Care**  
**Full-time and Part-time**

**Seniority Recognition**

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer\*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

**Right to Return or Transfer**

Employees who are relocated/transferred\* to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Hospital for that 24 month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.





**LETTER OF UNDERSTANDING**

**RE: TIME OFF BETWEEN SHIFTS**


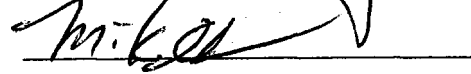
**FOR EMPLOYEES WORKING AS PSW IN LONG TERM CARE**

Employees can accept or refuse a "call in" shift with not less than 10 hours off between shifts without attracting an overtime premium. If all PSW's refuse the "call in" then such shift will be offered by seniority at the premium overtime rate.

For the Employer

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

For the Union

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

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

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

**SCHEDULE "A" HOURLY WAGE RATES**

**Full - time**

CLASSIFICATION	DATE	Start	3 Mo.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.	6 YR.	7 YR.	8 YR.	9 YR.
<b>Dietary Lead Hand</b>	Oct. 11/2003	17.429		17.777	18.132	18.495	18.863	19.241	19.627			
	Oct. 11/2004	17.690		18.044	18.404	18.772	19.146	19.530	19.921			
	Apr. 1/2005	17.956		18.314	18.680	19.054	19.433	19.823	20.220			
	Oct. 11/2005	18.225		18.589	18.960	19.340	19.725	20.120	20.524			
	Apr. 1/2006	18.407		18.775	19.150	19.533	19.922	20.321	20.729			
<b>Maintenance Lead Hand</b>	Oct. 11/2003	17.904		18.262	18.627	19.000	19.380	19.767	20.163			
	Oct. 11/2004	18.173		18.536	18.906	19.285	19.671	20.064	20.465			
	Apr. 1/2005	18.445		18.814	19.190	19.574	19.966	20.364	20.772			
	Oct. 11/2005	18.722		19.096	19.478	19.868	20.265	20.670	21.084			
	Apr. 1/2006	18.909		19.287	19.673	20.067	20.468	20.877	21.295			
<b>Maintenance Attendant</b>	Oct. 11/2003	16.519		16.938	17.382	17.904						
	Oct. 11/2004	16.767		17.192	17.643	18.173						
	Apr. 1/2005	17.018		17.450	17.907	18.445						
	Oct. 11/2005	17.274		17.712	18.176	18.722						
	Apr. 1/2006	17.446		17.889	18.358	18.909						
<b>Aide</b>	Oct. 11/2003	16.270		16.647	17.040	17.404	17.904					
	Oct. 11/2004	16.514		16.897	17.296	17.665	18.173					
	Apr. 1/2005	16.762		17.150	17.555	17.930	18.445					
	Oct. 11/2005	17.013		17.407	17.818	18.199	18.722					
	Apr. 1/2006	17.183		17.581	17.997	18.381	18.909					
<b>Support Services Attendant</b>	Oct. 11/2003	20.853		21.010	21.280							
	Oct. 11/2004	21.166		21.325	21.599							
	Apr. 1/2005	21.483		21.645	21.923							
	Oct. 11/2005	21.806		21.970	22.252							
	Apr. 1/2006	22.024		22.189	22.475							
<b>R.P.N.</b>	Oct. 11/2003	16.421	16.585	16.997	17.421	17.813	18.339					
	Oct. 11/2004	16.667	16.834	17.252	17.682	18.080	18.614					
	Apr. 1/2005	16.917	17.086	17.511	17.948	18.351	18.893					
	Oct. 11/2005	17.171	17.343	17.773	18.217	18.627	19.177					
	Apr. 1/2006	17.343	17.516	17.951	18.399	18.813	19.368					
<b>Health Care Aides</b>	Oct. 11/2003	16.421	16.585	16.997	17.421	17.813	18.339					
	Oct. 11/2004	16.667	16.834	17.252	17.682	18.080	18.614					
	Apr. 1/2005	16.917	17.086	17.511	17.948	18.351	18.893					
	Oct. 11/2005	17.171	17.343	17.773	18.217	18.627	19.177					
	Apr. 1/2006	17.343	17.516	17.951	18.399	18.813	19.368					
<b>PSW</b>	Oct. 11/2003	16.421	16.585	16.997	17.421	17.813	18.339					
	Oct. 11/2004	16.667	16.834	17.252	17.682	18.080	18.614					
	Apr. 1/2005	16.917	17.086	17.511	17.948	18.351	18.893					
	Oct. 11/2005	17.171	17.343	17.773	18.217	18.627	19.177					
	Apr. 1/2006	17.343	17.516	17.951	18.399	18.813	19.368					
<b>Activity Aide</b>	Oct. 11/2003	16.421	16.585	16.997	17.421	17.813	18.339					
	Oct. 11/2004	16.667	16.834	17.252	17.682	18.080	18.614					
	Apr. 1/2005	16.917	17.086	17.511	17.948	18.351	18.893					
	Oct. 11/2005	17.171	17.343	17.773	18.217	18.627	19.177					
	Apr. 1/2006	17.343	17.516	17.951	18.399	18.813	19.368					

**SCHEDULE "A" HOURLY WAGE RATES cont'd**

**Full - Time**

CLASSIFICATION	DATE	Start	3 Mo.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.	6 YR.	7 YR.	8 YR.	9 YR.
Home Support Worker	Oct. 11/2003	11.485	11.582	12.038	12.507							
	Oct. 11/2004	11.657	11.756	12.219	12.695							
	Apr. 1/2005	11.832	11.932	12.402	12.885							
	Oct. 11/2005	12.010	12.111	12.588	13.078							
	Apr. 1/2006	12.130	12.232	12.714	13.209							
			15.534	16.361	17.315	18.266						
Clerk / Typist Secretary	Oct. 11/2003	15.534	16.361	17.315	18.266							
	Oct. 11/2004	15.767	16.606	17.575	18.540							
	Apr. 1/2005	16.004	16.856	17.838	18.818							
	Oct. 11/2005	16.244	17.108	18.106	19.100							
	Apr. 1/2006	16.406	17.279	18.287	19.291							
			16.621	17.506	18.527	19.545						
Admin. Coordinator MHE	Apr. 1/2004	16.621	17.506	18.527	19.545							
	Oct. 11/2004	16.870	17.769	18.805	19.838							
	Apr. 1/2005	17.123	18.035	19.087	20.136							
	Oct. 11/2005	17.380	18.306	19.373	20.438							
	Apr. 1/2006	17.554	18.489	19.567	20.642							
			17.823	18.514	19.470	20.532						
HRT	Oct. 11/2003	17.823	18.514	19.470	20.532							
	Oct. 11/2004	18.090	18.792	19.762	20.840							
	Apr. 1/2005	18.362	19.074	20.058	21.153							
	Oct. 11/2005	18.637	19.360	20.359	21.470							
	Apr. 1/2006	18.823	19.553	20.563	21.685							
			19.605	20.365	21.417	22.585						
HRT LEAD HAND	Oct. 11/2003	19.605	20.365	21.417	22.585							
	Oct. 11/2004	19.899	20.670	21.738	22.924							
	Apr. 1/2005	20.198	20.981	22.064	23.268							
	Oct. 11/2005	20.501	21.295	22.395	23.617							
	Apr. 1/2006	20.706	21.508	22.619	23.853							
			21.405	23.382	24.483	25.720	26.320	27.300	28.292	29.259	30.252	
REGISTERED TECHS Include Physio and Dietician	Oct. 11/20 0	21.405	23.382	24.483	25.720	26.320	27.300	28.292	29.259	30.252		
	Oct. 11/20 0	21.726	23.733	24.820	26.064	27.116	28.125	29.147	30.143	31.166		
	Apr. 1/200 5	22.052	24.089	25.094	26.106	27.116	28.125	29.147	30.143	31.166		
	Oct. 11/20 6	22.383	24.450	25.471	26.497	27.522	28.547	29.584	30.596	31.634		
	Apr. 1/200 6	22.607	24.695	25.725	26.762	27.797	28.832	29.880	30.901	31.950		
			22.483	23.382	24.483	25.382	26.320	27.300	28.292	29.259	30.252	

**SCHEDULE "A" HOURLY WAGE RATES cont'd**

**Full - Time**

CLASSIFICATION	DATE	Start	3 Mo.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.	6 YR.	7 YR.	8 YR.	9 YR.
PHYSIO	Oct. 11/2003	21.405		22.483	23.382	24.358	25.340	26.320	27.300	28.292	29.259	30.252
	Oct. 11/2004	21.726		22.820	23.733	24.723	25.720	26.715	27.710	28.716	29.698	30.706
	Apr. 1/2005	22.052		23.163	24.089	25.094	26.106	27.116	28.125	29.147	30.143	31.166
	Oct. 11/2005	22.383		23.510	24.450	25.471	26.497	27.522	28.547	29.584	30.596	31.634
	Apr. 1/2006	22.607		23.745	24.695	25.725	26.762	27.797	28.832	29.880	30.901	31.950
			20.282		21.574	22.859	24.149	25.437	26.729	28.004		
B.S.W.	Oct. 11/2003	20.586		21.898	23.202	24.511	25.819	27.130	28.424			
	Apr. 1/2005	20.895		22.226	23.550	24.879	26.206	27.537	28.850			
	Oct. 11/2005	21.208		22.559	23.903	25.252	26.599	27.950	29.283			
	Apr. 1/2006	21.421		22.785	24.142	25.505	26.865	28.229	29.576			
			23.138		24.608	26.078	27.544	29.012	30.484	31.956		
			23.485		24.977	26.469	27.957	29.447	30.941	32.435		
H.S.W.	Apr. 1/2005	23.837		25.352	26.866	28.377	29.889	31.405	32.922			
	Oct. 11/2005	24.195		25.732	27.269	28.802	30.337	31.876	33.416			
	Apr. 1/2006	24.437		25.989	27.542	29.090	30.641	32.195	33.750			
			16.318		17.175	17.500						
			16.563		17.433	17.763						
			19.508		20.200	20.637						
S.P.D	Oct. 11/2005	19.801		20.144	20.503	20.947						
	Apr. 1/2006	19.999		20.345	20.708	21.156						
	Mar. 25/2004	16.671		17.175	17.500							
	Oct. 11/2004	16.921		17.433	17.763							
July 26/2005	19.846		20.200	20.637								

**SCHEDULE "A" HOURLY WAGE RATES**

**Part - Time**

CLASSIFICATION	DATE	Start	3 Mo.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.	6 YR.	7 YR.	8 YR.	9 YR.
<b>Maintenance Lead Hand</b>	Oct. 11/2003	17.904		18.262	18.627	19.000	19.380	19.767	20.163			
	Oct. 11/2004	18.173		18.536	18.906	19.285	19.671	20.064	20.465			
	Apr. 1/2005	18.445		18.814	19.190	19.574	19.966	20.364	20.772			
	Oct. 11/2005	18.722		19.096	19.478	19.868	20.265	20.670	21.084			
	Apr. 1/2006	18.909		19.287	19.673	20.067	20.468	20.877	21.295			
<b>Maintenance Attendant</b>	Oct. 11/2003	16.519		16.938	17.382	17.904						
	Oct. 11/2004	16.767		17.192	17.643	18.173						
	Apr. 1/2005	17.018		17.450	17.907	18.445						
	Oct. 11/2005	17.274		17.712	18.176	18.722						
	Apr. 1/2006	17.446		17.889	18.358	18.909						
<b>Aide Support Services Attendant</b>	Oct. 11/2003	16.270		16.647	17.040	17.404	17.904					
	Oct. 11/2004	16.514		16.897	17.296	17.665	18.173					
	Apr. 1/2005	16.762		17.150	17.555	17.930	18.445					
	Oct. 11/2005	17.013		17.407	17.818	18.199	18.722					
	Apr. 1/2006	17.183		17.581	17.997	18.381	18.909					
<b>R.P.N.</b>	Oct. 11/2003	20.853		21.010	21.280							
	Oct. 11/2004	21.166		21.325	21.599							
	Apr. 1/2005	21.483		21.645	21.923							
	Oct. 11/2005	21.806		21.970	22.252							
	Apr. 1/2006	22.024		22.189	22.475							
<b>Health Care Aides PSW Activity Aide</b>	Oct. 11/2003	16.421	16.585	16.997	17.421	17.813	18.339					
	Oct. 11/2004	16.667	16.834	17.252	17.682	18.080	18.614					
	Apr. 1/2005	16.917	17.086	17.511	17.948	18.351	18.893					
	Oct. 11/2005	17.171	17.343	17.773	18.217	18.627	19.177					
	Apr. 1/2006	17.343	17.516	17.951	18.399	18.813	19.368					
<b>Home Support Worker</b>	Oct. 11/2003	11.485	11.582	12.038	12.507							
	Oct. 11/2004	11.657	11.756	12.219	12.695							
	Apr. 1/2005	11.832	11.932	12.402	12.885							
	Oct. 11/2005	12.010	12.111	12.588	13.078							
	Apr. 1/2006	12.130	12.232	12.714	13.209							

**SCHEDULE "A" HOURLY WAGE RATES cont'd**

**Part - Time**

CLASSIFICATION	DATE	Start	3 Mo	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.	8 YR.	9 YR.
S.P.D	Mar. 25/2004	16.318	16.671	17.175	17.500					
	Oct. 11/2004	16.563	16.921	17.433	17.763					
	July 26/2005	19.508	19.846	20.200	20.637					
	Oct. 11/2005	19.801	20.144	20.503	20.947					
	Apr. 1/2006	19.999	20.345	20.708	21.156					

*18*