

AGREED TO ISSUES

SOURCE	Comp	
EFF.	95	10/11
TERM.	01	10/10
No. OF EMPLOYEES	240	
NOMBRE D'EMPLOYÉS	240	

-between-

THUNDER BAY REGIONAL HOSPITAL

-and-

UNION OF EMPLOYEES OF LOCAL 268

FULL-TIME COLLECTIVE AGREEMENT

RECEIVED  
 NOV 9 1999

10499(01)

## FOR YOUR INFORMATION

The International Union has a scholarship programme which offers 10 4-year scholarships of \$750.00. For details of this programme contact the Union Office. Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their due payments are up to date. If the payments are not made within the month they are owing, your Death Gratuity is broken.

The Welfare Fund will function only under the following guidelines for full and part-time employees of their Employer and who are a members in good standing:

- a) cards to members who are ill at home;
- b) fruit baskets to members who are ill in hospital, if notified while in hospital;
- b) flowers for deceased members only - not family members.

Responsibility for Payment of Dues: SEIU Constitution and By-Laws Article XIV, Section 7.

The dues of the Local Union shall be payable on or before the last day of the current month.

The entire responsibility for the payment of dues to a Local Union within the time required by the provisions of this Article is the sole obligation of each member individually, and cannot be delegated to the Local Union or any of its representatives or to any other person, whether a delegate, shop steward, or **otherwise**.

## THE INTERNATIONAL DEATH GRATUITY

The gratuity is a payment made by the International Union to the beneficiary of a deceased member. It is a gift from the Union to your family or anyone you choose, an extra service undertaken by your Union to encourage you to pay dues promptly, that is, within the month they are due. The Death Gratuity affects members of the SEIU - except those who joined after January 1st, 1951 and who were 65 or older at that time and members who joined after September 1, 1994.

For members of any Local Union who were in good standing in connection with this Article XVIII on September 1, 1984, the Service Employees International Union Death Gratuity Program, **as** amended Effective September 1, 1984, shall be maintained in effect for those members who meet ~~the~~ eligibility and ~~participation~~ requirements set forth in such amended Program. When the International Executive Board in its discretion determines that it is necessary or advisable to abolish, curtail or limit any payments provided for in the Program or to amend to **modify** any **provisions** governing such payments, it shall have authority to do so. The International Union shall notify each Local Union ~~sixty~~ (60) days before ~~the~~ effective date of any changes in the provisions of the Program.

This age limit does not apply to members who joined before January 1st, 1951. Gratuity payments are in the amounts of \$100.00; \$200.00; \$300.00; \$400.00 and **\$500.00**. They are computed this way: Counting back from the date of death, **\$100.00** is paid for up to **5** years. **If you were** to die within a year after **you** failed to pay **dues** on time in any month, no Gratuity would be paid, And, of course, members who joined at age **65** after January 1st, 1951 are not affected by the Gratuity. Can the Beneficiary of every member receive a \$500.00 Gratuity? No.

There are 2 exceptions.

1) if you were initiated after January 1st, 1946, and were 55 or over at the time, the maximum Gratuity will be \$100.00 in any event;

2) if you fail to pay dues promptly anytime after you reach 55 the maximum Gratuity possible will be \$300.00.

The natural person or persons you want to receive the Gratuity is your beneficiary. An estate or institution may not be named as your beneficiary. If you do not name a beneficiary and leave no spouse or children, the Union will pay \$100.00 towards funeral expenses. You alone are responsible for the prompt payment of your dues. There are no exceptions to this - not even if you customarily pay dues through another person and that person fails to pay them on time. For your loved ones, protect the Gratuity. Always pay your dues within the month they are due or ahead of time. If you have not named your beneficiary do so as soon as possible. Should your beneficiary die or should you decide to change beneficiaries, notify your Local Union.

### MEETING DATES

#### GENERAL MEMBERSHIP MEETING

First Monday of Each Month (Excluding July & August)

#### EXECUTIVE BOARD MEETING

Last Monday of Each Month

#### UNION OFFICE

1200 West Walsh Street  
Thunder Bay, Ontario  
P7E 4X4  
(807) 475-4217

#### UNION OFFICE

Suite 407, 123 March Street  
Sault Ste. Marie, Ontario  
P6A 2Z5  
(705) 942-SEIU (7348)

### OFFICE STAFF

Richard Armstrong - Vice President & Local Director

Barb Rankin  
Union Representative  
(Thunder Bay)

Helen Eaton  
Union Representative  
(Thunder Bay)

Glen Oram  
Union Representative  
(Thunder Bay)

Glen Chochla  
Union Representative  
(Thunder Bay)

Kathy Knauff  
Organizer  
(Thunder Bay)

Linda Plante  
Accountant  
(Thunder Bay)

Brenda Thompson  
Executive Secretary  
(Thunder Bay)

Bonnie Knott  
Secretary/Receptionist  
(Thunder Bay)

Paul Middleton  
Union Representative  
(Sault Ste. Marie)

June Duguay  
Secretary  
(Sault Ste. Marie)



## **ARTICLE 3 MANAGEMENT RIGHTS**

**3.01** **Rights of the Corporation:** The Union acknowledges that it is the exclusive function of the Corporation subject to the provisions of the Collective Agreement:

(a) to maintain order, discipline and efficiency, and to establish **and** from time to time alter rules and regulations to be observed by employees after reasonable notice of such alterations in the rules and regulations has been given to the Union Committee; to decide on the number of employees needed by the Corporation at any time; and to decide to use improved or changed methods and equipment.

(b) to hire, transfer, promote, demote, lay-off, recall, assign duties, and to suspend, discipline or discharge any employee for **just** cause, provided that a claim that **an** employee has been unjustly discharged or disciplined may be the subject **of** a Grievance and dealt with under the Grievance Procedure of this Agreement.

**3.02** All matters concerning the operation **of** the Corporation not specifically dealt with herein, shall be reserved to the Corporation and be its exclusive responsibility.

## **ARTICLE 4 DEFINITIONS**

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

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

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

**4.02                    Definition of Employee:**

(a)    **"Employee"** shall include only such persons coming within the scope of the bargaining unit described in Article 2.

(b)    **"Regular Full-time Employee"** is an employee who works 37-1/2 hours per week on a regular basis and whose length of appointment is indefinite and who has completed his probationary period.

(c)    **"Regular Part-time Employee"** is an employee who works less than 24 hours per week on a regular basis and whose length of appointment is indefinite and who has completed his probationary period.

(d)    **"Chief Executive Officer"** shall mean President of Thunder Bay Regional Hospital.

4.03                    For the purposes of interpretation of this Agreement the masculine gender shall mean and include the feminine gender, and similarly the singular shall include the plural and vice versa, as applicable.

**ARTICLE 5    UNION SECURITY**

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

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

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

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

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

**5.02                    Interview Period:** On or before the commencement of his employment, the Corporation will give to each new employee a copy of the Union Agreement to be supplied by the Union. It is agreed that a representative of the Union who is not on duty will be given an

opportunity to interview each new employee during the third month of his or her probationary period for the purpose of ascertaining the wishes of the employee concerning membership in the Union, but no employee will be compelled to present himself or herself for such interview. The Hospital Administration will advise the Union monthly of the names of those who have completed the first two (2) months of their probationary period, and on request, will arrange a place and time once each month for the said interview which shall not exceed fifteen (15) minutes in duration. There may be a representative of the Hospital Administration present at the interview. Because of this privilege of interview granted in this clause, it is expressly agreed by the Union that there shall be no solicitation for membership at any other time nor collection of dues at any time on the premises of the Hospital. The Hospital Administration will co-operate in scheduling interviews when the employees are on duty.

**5.03**                    **Employee Lists:** Within two (2) months of the signing of this Agreement, the Corporation will post and furnish the Union with a copy of the employees' Seniority List and revised copies will be posted and supplied at six (6) month intervals thereafter. No objection may be taken by the Union or by any employee unless notice of objection is given by the Union or an employee to the Corporation within one month after the Corporation has posted and furnished to the Union the Seniority List in which the item first appeared.

**5.04**                    **Dues Check Off:** The remittances of Union dues, or amounts equivalent thereto, which were deducted by the Corporation from the wages of employees, will be accompanied by lists showing the names of those employees from whose wages such deductions have been made and the names of employees from whose wages no such deductions were made and the reasons why no such deductions were made.

The Corporation and the Union agree that it will be a condition of employment for all present and new employees that amounts equivalent to regular monthly union dues uniformly levied on all regular part-time members of the Union in accordance with its Constitution and By-laws, together with an amount of one dollar (\$1.00) in the month of May in each year, will be deducted from their wages and remitted to the Union whether or not they sign applications for membership in the Union, provided that such deductions will commence in the month following the month in which they were hired.

**5.05** Bulletin Boards:

(a) The Hospital shall provide a Union Bulletin Board in a suitable location.

(b) The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the Human Resources Department for approval before posting. All out-dated notices shall be removed by the Union forthwith.

**5.06** No Discrimination: The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 6 NO STRIKE/LOCKOUT

**6.01** (a) The Union agrees that there will be no strike or other collective action by the employees represented by the Union, and 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 forthwith and to resort to the Grievance Procedure established herein for the settlement of any complaint or Grievance. Should there be a violation of this Section, there shall be no discussion or negotiation of the matter in dispute between the Corporation and the Union until normal work has been resumed.

(b) The Corporation agrees that there will be no lock-out of employees.

ARTICLE 7 UNION REPRESENTATION AND COMMITTEES**7.01** Grievance Committee:

(a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than three (3) employees at each site, selected by the Union, who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

(b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.



(c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

**7.02                    Union Stewards:**

(a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

(c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

(d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

(f) Official Service Employees Union steward lapel pins may be worn by Stewards that have been confirmed in writing to the Corporation by the Union.

**7.03                    Central Bargaining Committee:** In future Central Bargaining between the 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, 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 seven (7), **and** in **no** case will more than one (1) 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 seven (7) Hospitals accordingly.

**7.04**                    Local Negotiating Committee:

(a)        The Hospital agrees to recognize a Negotiating Committee comprising of two (2) members from each site, to be elected or appointed ~~from~~ amongst employees in the bargaining unit, who have completed their probationary period.

(b)        Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.

(c)        Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a **renewal** of this Collective Agreement.

(d)        The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

(e)        Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

(f)        In the event that Local 268 and participating Hospitals decide to voluntarily bargain regionally for ~~future~~ negotiations, then the **Union** Negotiating Committee will consist of no more than one (1) full-time representative ~~from~~ each Hospital and a maximum of two (2) part-time employees representing all part-time units participating in regional negotiations.

**7.05**                    Labour Management Committee: ~~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 Labour-Management Committee shall be comprised of **an** equal number of representatives of each party, the number to be mutually agreed upon.

~~Requests~~ for meetings hereunder will be made in writing, accompanied by **an** Agenda of matters proposed to be discussed.

## **ARTICLE 8 GRIEVANCE AND ARBITRATION**

**8.01** For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

**8.02** The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

**8.03** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance,

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

**8.10** When either party requests that any matter be submitted to Arbitration **as** provided in this Article, it shall make such request in **writing** addressed to the other party to this Agreement, and at the same time appoint a nominee. Within **five (5)** days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The **two** nominees shall attempt to agree upon a **chairman** of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman **within** a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

**8.11** No person may be appointed to the Arbitration Board who has been involved in **an** attempt to negotiate or settle the grievance.

**8.12** The Arbitration Board shall not be authorized to make **any** decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend **any part** of **this** Agreement.

**8.13** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

**8.14** The proceedings of the Arbitration **Board** will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

**8.15** Each of the parties hereto will **bear** the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

**8.16** Saturdays, Sundays **and** Holidays are not to be counted in the time limits **as** set out in this Article.

**8.17** Wherever Arbitration Board is **referred** to in the Agreement, the parties hereto may mutually agree **in writing**, to substitute **a** single arbitrator for the Arbitration Board at the time

of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

**ARTICLE 9 SENIORITY**

**9.01** **Probationary Period:** A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a Grievance or Arbitration and is at the sole discretion of the Hospital.

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

Seniority will operate on a bargaining unit wide basis.

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

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

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

**9.04** **Loss of Seniority:** An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days Without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;

(d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;

(e) employee has been laid off for twenty-four (24) months;

(f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

(g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

**9.05** Effect of Absence:

Unless otherwise provided in **this** collective agreement:

(a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, **both** seniority and service will accrue.

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or **any** other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

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

**9.06** Transfer to Positions Outside of the Bargaining Unit: An employee who is transferred to a position outside of the bargaining unit for a period of **six (6)** months shall retain, but not accumulate seniority held **at** the time of the transfer. In the event the employee is returned to a

position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

**9.07**                    **Transfer at Request of Employee:** If an employee at his own request or to avoid being laid off is transferred to another classification, the employee shall immediately be paid the starting rate for the classification to which the employee is transferred and shall progress within the scale for that classification according to the length of service within that classification subsequent to the date of the transfer.

If an employee, having at least twelve (12) months seniority, at his own request or to avoid being laid off is transferred to another classification of equal or lower pay, the employee will start in the new classification at not less than the one year rate.

**9.08**                    **Transfer at Instance of Corporation:** If at the instance of the Corporation an employee is transferred to another classification carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay.

## **ARTICLE 10    JOB SECURITY**

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

b)    **Staff Planning Committee:** In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining Unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:

(i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.



## Composition and Meetings

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

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

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

## Disclosure

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

## Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there ~~is~~ no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

~~Any~~ agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

## 10.02

### Notice of Layoff:

#### (a) Notice:

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

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

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

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

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

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

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

**10.03**                    Severance and Retirement Options:

- (a) i) Where **an** employee resigns within thirty **(30)** days **after** receiving notice of layoff pursuant **to** article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of **two (2)** weeks' salary for each year of continuous service to **a** maximum of **twelve (12)** weeks' pay, and, on production of receipts **from an** approved educational program, within **twelve (12)** months of resignation, may be reimbursed for tuition fees up **to** a maximum of three thousand dollars (\$3,000).

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 a maximum of one thousand two hundred and fifty dollars (\$1,250).

(b) Prior to issuing notice of layoff pursuant to article 10.02 **(a)** ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02 (a) ii).

Within thirty (30) days from the date of notice of layoff, an employee who **has** received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice **and** will receive severance pay on the basis of two **(2)** week's pay for each year of service with the Hospital 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 Hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) A full-time employee who has completed one year of service and:  
(i) whose layoff is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive **a** severance payment under either (a) or (b) of this Article,

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

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

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

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

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

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

**10.05**                    Layoff and Recall:

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

(b) An employee who is subject to layoff shall have the right to either:

i) accept **the** layoff; or

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

iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten **(10)** working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do **so** will be deemed to have accepted lay-off.

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

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

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

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

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

(f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

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

(i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

(j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

(k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

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

**Letter of Understanding re: 10.01 and 10.04**

Amend **as** follows:

Parties to agree on the outcome of the Chair selection by either the central parties or the Adams Board of Arbitration.

**ARTICLE 11 JOB POSTING**

**11.01** Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven **(7)** days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of **three (3)** consecutive **days** excluding Saturday, Sunday and holidays, All applications are to be made in writing within the posting period.

**11.02** The postings referred to in Article .01 shall stipulate the qualifications, classifications, rate of pay, department and **shift** and a copy **shall** be provided to the Chief Steward.

**NOTE:** The posting of a shift is for information **purposes** only **and** should not be construed **as** a guarantee of a **permanent** shift rotation.

**11.03** Employees shall be selected for positions under Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the **successful** applicant, if any, is qualified to **perform** the available work. The name of the **successful** applicant will be posted on the bulletin board and **unsuccessful** applicants will be notified.

**11.04** Where **there** are **no** successful applicants **from** within this bargaining unit for positions referred to in Article .01, employees in other S.E.I.U. service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance **with** Article .01 **and** selection shall be made in accordance with Article .03 above.

**11.05** Vacancies which are not expected to exceed six **(6)** months will not be **posted** and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to **part-time** employees in S.E.I.U. service bargaining units who have **recorded** their interest in writing prior to considering persons not employed by **the** Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. **Part-time** employees **selected** to fill a vacancy under **this** Article will **continue** to maintain their part-time **status** **and** upon completion of the assignment the employee will **return** to his former position.

**11.06** The Hospital shall have **the** right to fill any vacancy on **an** interim basis until the posting procedure provided herein **has** been complied with, and **arrangements** have been made to

**assign** the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

**11.07** The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five **(45)** working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, ~~or if the employee feels he is unable to perform~~ the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, ~~as~~ will any other employee in the Bargaining Unit who ~~was~~ promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

**11.08** Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

## **ARTICLE 12 NO CONTRACTING OUT**

**12.01** The Hospital shall not contract **out** any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a layoff of any employees other than casual part-time employees results from such contracting-out.

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

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

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

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

**ARTICLE 13 WORK OF THE BARGAINING UNIT**

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

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

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

**13.03** Volunteers:

(a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice **as** of April 1, 1995.

(b) Volunteer Drive: 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.

**ARTICLE 14 TECHNOLOGICAL CHANGE**

**14.01** Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

**14.02** Where the Hospital **has** decided to introduce **a** technological change which will significantly alter the status of **an** employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the **mitimizing** of adverse effects (if any) upon **the** employees concerned.

**14.03** Where new or greater skills are required **than are** already possessed by affected employees under the present methods of operation, such employees shall be given **a** period of training, with due consideration being given to the employee's age **and** previous educational background, during which they may perfect or acquire the skills **necessitated** by the new method of operation. The employer will assume the cost of tuition **and** travel. **There** shall be no reduction in wage or salary rates during the **training** period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up **to** six **(6)** months.

**14.04** Employees with one (1) or **more** years of continuous service **who** are **subject to** layoff under **conditions** referred **to** **above**, will **be given notice of the impending change in**



employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

**14.05** Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

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

## **ARTICLE 15 LEAVES OF ABSENCE**

### **15.01 Bereavement Leave:**

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

### **15.02 Education Leave:**

(a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

(b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

(c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

**15.03 Jury & Witness Duty:** If an employee is required to serve as a juror in any Court of Law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by Subpoena to attend a Court of Law or Coroner's Inquest in connection with a

case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at **Court**.
- (b) presents proof of service requiring the employee's attendance.
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof,

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

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

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

#### 15.04 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in **this** provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service,

(b) **The** employee shall give written notification at least **two** (2) weeks in advance of the date of commencement of such leave and the **expected** date of **return**. **At** such time she shall also **furnish** the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by Written notification received by **the** Hospital at least **two** (2) weeks in advance thereof.

#### (d) **Effective June 28, 1999:**

**An** employee who is on pregnancy leave **as** provided under **this** Agreement who **has** applied for and **is** in receipt of Employment Insurance pregnancy benefits pursuant to

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

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

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

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

(f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

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

#### 15.05 **Parental Leave:**

(a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

(b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

(c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

**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 Hospital at least **two** (2) weeks in advance thereof.

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

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

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

(f) Credits for service and seniority shall accumulate for a period of up to eighteen (**18**) weeks while **an** employee is on parental leave.

(g) The Hospital will continue to pay its share of the premiums **of** the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

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

**15.06** **Full-time Union Office:** Upon application by the Union, in writing, the Corporation 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)** one 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 President, **two (2)** calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of this Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

### **15.07                    Union Leave**

(a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (**21**) days clear notice in writing to the Hospital.

(c) ~~The~~ cumulative total leave of absence, the number of employees that may be absent at **any** one time and from any one area, **and** the number of days of absence shall be as provided elsewhere in the current local sections of the agreement (unless altered by local negotiations).

(d) Leave of absence will not be granted to more than four (**4**) employees at one (1) time nor to more than one (**1**) employee from a Department, nor for more than three (3) periods in each calendar year of a maximum duration of **two (2)** consecutive weeks.

(e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

(f) The Corporation will pay the regular salary to the employee and bill the Union for the time lost by the employee during such leave of absence.

**15.08                    Personal Leave:** Written requests for a personal leave of absence without pay will be considered on **an** individual basis by the Vice President of Human Resources or his designate. Such requests are to be given **as far** in advance **as** possible and a written reply will be given within fourteen (**14**) calendar days, except in cases of emergency in which case a reply will be given **as soon as** possible. Leaves of absence to extend vacation periods will not be considered.

## **ARTICLE 16    HOURS OF WORK**

### **16.01                    Daily & Weekly Hours of Work:**

(a) The following paragraphs and sections **are** intended to define the normal **hours** of work and shall not **be construed** as a guarantee of hours of **work** per day or per week or of **days** of work per week.

(b) The regular shift for all employees shall consist of seven and one-half (7-1/2) hours (exclusive of the meal period). **This** means that employees must report to their respective Supervisors in uniform and remain in uniform for the full working shift.

(c) For the purposes of **this** Agreement, the Hospital work week commences at **2330** Sunday. The work day shall be a period of twenty-four (**24**) hours commencing at **2330** of the operation as scheduled by the Hospital.

(d) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. During Daylight Savings Time changeovers, employees will be paid for all hours actually worked at their straight time hourly rate.

**In-service:** Any in-service classes where the Employer requires an employee to attend will be compensated for at the employee's **straight** time hourly rate.

(e) Attendance at in-service classes outside of regular working hours is voluntary on the part of the employee and non-compensable.

#### **16.02**                    **Rest Periods:**

(a) All employees will be allowed two (**2**) rest periods per day of fifteen (**15**) minutes duration, one during each half of a scheduled shift, without deductions in pay.

(b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (**15**) minutes duration.

**16.03**                    **Time Off Between Shifts:** In the case of Departments where employees are required to rotate on the day, evening and/or night shifts, the Corporation will endeavour to arrange shifts such that there will be a minimum of twenty-three (**23**) hours between the beginning of shifts and change-over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (**63**) hours if there are two (**2**) days off between the change-over of shifts.

The Corporation 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 to the Corporation results from such exchange of shifts.

**16.04**                    **Weekends Off:** In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each three week period. Where a weekend off is not granted within a **three** week period, time worked on such **third weekend** but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) Such weekend work ~~was~~ performed by the employee to satisfy specific days ~~off~~ requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days ~~off~~.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

The foregoing shall have ~~no~~ application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

#### 16.05

#### Scheduling:

(a) A schedule ~~may~~ be established to provide for more ~~than~~ five (5) consecutive days of work but not more than ~~seven~~ (7) consecutive days of work without ~~two~~ (2) days ~~off~~ and ~~as long as~~ ten (10) days ~~off~~ are scheduled in a five (5) week rotation period, except in cases of emergency or requested for the convenience of the employee with the approval of ~~the~~ Department Head.

(b) Four (4) week schedules showing days on and days off will be posted at least two (2) weeks in advance. Requests for specific days off are to be submitted in writing at least ~~two~~ (2) weeks in advance of posting. Requests for change ~~in~~ posted time schedules must be submitted in writing ~~and co-signed~~ by an employee willing to exchange days off with the employee in ~~the~~ same classification requesting the change. Any such change in a scheduled shift initiated by the ~~employee~~ and approved by the Employer shall not result in overtime payment.

(c) Employees will be notified in advance of changes to the schedule.

### ARTICLE 17 PREMIUM PAYMENT

**17.01** Definition of 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 Schedule "A" ~~of~~ this Collective Agreement. ~~This~~ is not intended to affect the nature of entitlement to additional premiums.

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

(a) Authorized time worked in excess of seven and one-half (7-1/2) hours per day or the normal bi-weekly hours of the Corporation, shall be paid at the rate of one and one-half times the employee's basic hourly **straight** time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Corporation.

(b) It is understood **and** acknowledged that the Corporation has the right to require employees to perform reasonable authorized overtime work.

(c) Call-back shall not be considered **as** hours worked for the purpose of this Article.

(d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also **as** hours for which the overtime premium is paid.

**17.03**                    Reporting Pay: Full-time employees **who** report for any scheduled **shift** will be guaranteed at least **four (4)** hours of work, or if no work is available will be paid at least four **(4) hours** except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined **as** herein shall not apply whenever **an** employee has received not less than one hour's prior notice not to report for work.

**17.04**                    Standby: **An** employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars and ten cents **(\$2.10)** per hour for all hours on standby.

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

**17.05**                    Call Back:

(a) Where employees **are** called back to work after having completed a regular shift and prior to the commencement of their next regular **shift** they shall receive a **minimum** of four **(4)** hours of work or four **(4)** hours pay at the rate of **time** and one-half their regular hourly **earnings**. Where call-back is immediately prior to **the** commencement of their regular shift the call-back pay will only apply to **the** point of commencement of **a** regular **shift** at the rate of time and one-half after which they shall revert back to **the** regular shift.

(b) Call-back pay shall cover all calls within the minimum four **(4)** hours period provided for under **(a)**. If a second call takes place after four **(4) hours** have elapsed from the time of the first call, it shall be subject to a second call-back premium, but in no **case** shall **an** employee collect **two** call-back premiums within one such four **(4)** hour period, and to the extent that **a** call-back overlaps **and** extends into the hours of his regular shift, **(a)** shall apply.



(c) Notwithstanding the foregoing ~~an~~ employee who ~~has~~ worked his full shift on a holiday and is called back shall receive the greater of two and one-half times his regular straight time hourly rate for all hours actually worked on such call-back or four **(4)** hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

**17.06** Shift Premium: Employees shall be paid a shift premium of forty-five cents (\$.45) per hour for all hours worked between **1530** and **0730** hours.

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

**17.08** Overtime - Lieu Time:

(a) Employees who work overtime will not be required to take time off during regular hours to offset overtime work.

(b) Where ~~an~~ employee has worked and accumulated approved overtime hours (~~other than~~ overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time ~~off~~ equivalent to the applicable overtime rate. Where an employee chooses the latter option, such time off must be taken within the succeeding **two (2)** pay periods of ~~the occurrence of the~~ overtime ~~at a time mutually agreeable to the~~ Corporation and the employee, or payment in accordance with the former option shall be made.

**17.09** Paid-time to Working Time: Time paid by the Hospital for bereavement leave, sickness, paid holidays, paid vacation, absences paid ~~by~~ The Workers' Compensation Board is to be recognized ~~as~~ time worked for the purpose of calculation of overtime. No pyramiding shall result ~~from~~ application of ~~this~~ provision. The foregoing shall also apply in cases of short-term leaves of absence for Union business approved ~~by the Employer under~~ the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

**17.10** Weekend Premium: Effective October 11, 1992 ~~an~~ employee shall be paid a weekend premium of forty-five cents (**\$0.45**) per hour for each hour worked between 2400 hours Friday to 2400 hours **Sunday** or such other forty-eight **(48)** hour period that the 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.

**17.11** Training Premium: ~~When~~ the Hospital temporarily ~~assigns an~~ employee to provide theoretical and/or practical training to another employee which takes the employee providing the training away ~~from~~ her ~~normal~~ duties, such ~~employee~~ will receive a training allowance of \$.45 per hour for all hours payable for the normal orientation and training that employees provide to new staff members who enter their department.

**ARTICLE 18 ALLOWANCES**

**18.01**                    **Meal Allowance:** When an employee is required to **and** does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

**18.02**                    **Effective November, 1999**

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

**18.03**                    **Transportation Allowance:** When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-one cents (\$31) per kilometre (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

**ARTICLE 19 HEALTH AND SAFETY**

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

(a) The Employer and the Union agree that they mutually desire to maintain standards of safety **and** health in the Hospital in order to prevent accidents, injury and illness.

(b) Recognizing the parties' responsibilities under the applicable legislation, the Hospital ~~agrees~~ to accept as a member of the Accident Prevention, -Health and Safety Committee, at least one representative selected or appointed by **the** Union ~~from~~ amongst each bargaining unit.

(c) Such Committee shall identify potential ~~angers~~ and hazards, institute means of improving health **and** safety programs and recommend actions to be taken to improve conditions related ~~to~~ safety and health.

(d) ~~The~~ Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representatives to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

(g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

(h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

(i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

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

September 1, 1999 and on that date for each subsequent year, the Hospital will provide \$50.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

**ARTICLE 20 PAID HOLIDAYS**

**20.01** The Corporation recognizes the following days as paid holidays:  
 New Year's Day  
 Civic Holiday (1st Monday in August)  
 Good Friday  
 Labour Day  
 Victoria Day  
 Thanksgiving Day  
 Canada Day  
 Christmas Day  
 Boxing Day (December 26th)  
 Easter Monday

**An** employee's birthday shall be a paid holiday.

**20.02** **An** employee who works **his** last regularly scheduled day immediately prior **to** and following any of the above paid holidays and who **is** required to work on such paid holiday shall, at the option of the Corporation, be paid on any of the following alternate basis:

(a) upon supervisory scheduling employees of all Departments may be allowed to accumulate **five (5)** paid holidays, namely; Good Friday, Victoria Day, Canada Day, Civic Holiday, and Thanksgiving Day. These five **(5)** accumulated days may be taken by the employee in conjunction with the employee's annual vacation, thereby giving the employee **an** additional one (1) week's vacation.

(b) where supervisory scheduling does not permit employees to accumulate the above-noted paid holidays and for any and all paid holidays worked and not accumulated, the employee shall be paid time **and** one-half for all **hours** worked in addition to the regular daily rate.

**20.03** (a) Where a paid holiday falls on an employee's regularly scheduled day **off**, it shall be deemed to be a paid holiday and the employee will be given another day off at a time mutually agreed to by the Corporation and the employee.

(b) Where **an** employee's birthday falls on a non-occurring February 29th in non-leap years, March 1st will be substituted **as** the birthday.

(c) Where **an** employee's birthday falls on another paid holiday, another day will be substituted **as** the birthday holiday at a time mutually agreed to by the Corporation and the employee.

(d) **When** an employee **has** been assigned a day **off** in lieu of his birthday and is required to work on such assigned day **off**, he shall be paid at the rate of time and one-half plus **his** daily rate.

**20.04** **An** employee who is absent on a paid holiday after being posted to work forfeits all pay for that day.

**20.05** If one of **the** above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive **an** additional day **off** in lieu thereof at a time mutually agreed to by the Corporation and the employee.

**20.06** The Hospital will schedule employees **off** work for not less than three (3) consecutive days at either **Christmas** or New Year's. The Hospital will endeavour to give Christmas Eve **off** with **Christmas** Day and New Year's Eve **off** with New Year's Day.

However, **this does** not apply to employees regularly scheduled Monday **to** Friday who will normally take the **stats off** on the day they fall.

**20.07** (a) Each employee who has completed his probationary period shall be entitled to one (1) floating holiday (which is not a premium day) with regular pay at a time mutually agreed to by the Corporation and the employee.

(b) In the event that Heritage Day or ~~some~~ other day is proclaimed as a statutory holiday by the Government of Ontario (other than those listed in paragraph 20.01 above), such day shall be substituted for the floating holiday.

**20.08** Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive **two** and one-half (2-1/2) times his regular straight time hourly rate **for** such additional authorized overtime.

**20.09** Lieu Days: Lieu days will be assigned by mutual agreement between the Hospital and the employee. Failing agreement to schedule the lieu day within the sixty (60) day period following, having earned such lieu day, the Hospital at its discretion shall assign the lieu day off.

## **ARTICLE 21 VACATIONS**

**21.01** Entitlement and Calculation of Payment: Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be **as follows**:

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

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

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

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

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

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

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

**21.02** Approved Leave of Absence During Vacation: Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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

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

**21.03** For the purpose of calculating the amount of vacation earned, the vacation year shall be regarded **as** being from July 1st to June 30th.

**21.04** Vacation Scheduling : For purposes of **future** vacation scheduling, the parties agree that the Employer will post a list requesting vacation preference from employees. **This** list will be posted by February 1st each year, and remain posted until March 15th each year. Employees will enter their preferred choice of vacation dates by **seniority** by **March 15th** of each year, and a finalized list will be posted by the Employer by March **30th** each year.

Failure of **an** employee to enter his/her preferred vacation dates by March 15th each year, will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.

## **ARTICLE 22 HEALTH AND INSURED BENEFITS**

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

(a) The Hospital agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Hospital under the Blue **Cross** Semi-Private Plan **or** comparable **coverage** with another carrier.

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

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

(c) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

(d) The Hospital agrees to contribute seventy-five percent (**75%**) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule **as** it may be updated **from** time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

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

**(f) Health Insurance:** The Hospital agrees to pay one-hundred percent (100%) of the premium costs for the Ontario Health Insurance Plan or equivalent.

**22.02** **Change of Carrier:** The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the **same**.

**22.03** **Pension:**

(a) All present employees enrolled in the Corporation's Pension Plan shall maintain their enrolment 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, enrol in the Plan when eligible in **accordance** with its terms **and** conditions.

(b) The Corporation will contribute for regular **full-time** employees as follows:

(i) to **the** Hospitals ~~of~~ Ontario Pension Plan on such basis **as** may be, from time to time, determined by **that Plan**.

(ii) to the **Canada** Pension Plan an amount required by law.

**22.04** The Hospital will provide equivalent coverage to all employees **who** retire early and have not reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same ~~basis~~ **as** is provided to active ~~employees~~ for ~~semi-private~~, extended health care and dental

benefits; The Hospital will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

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

**23.01** Workers' Compensation Injury: In the case of an accident which will be compensated by The Workers' Compensation Board, the Corporation will pay the employee's wages for the day of the accident.

The Hospital shall provide the union with a copy of the Workers' Compensation Form 7 filed with the Workers' Compensation Board.

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

### **ARTICLE 24 SICK LEAVE**

**24.01** Sick Leave and Long Term Disability:

(a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

(b) The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deductions. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

(c) (Former McKellar Campus employees only) Effective December 31, 1982 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 days under the new program or paragraph (e) below which would otherwise be at less than full wages.



(d) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

(e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

(f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

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

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

**24.03** **Lieu Days While on Paid Sick Leave:** Where an employee is on paid sick leave the Hospital will not schedule a lieu day. A lieu day scheduled prior to the commencement of the paid sick leave shall remain as scheduled.

**24.04** **Sick Time Language:** Employees on sick leave shall maintain an ongoing liaison with the Hospital and confirm their date of return to work from such sick leave with the Hospital to the extent necessary to accommodate scheduling arrangements.

**24.05** The Corporation will certify annually the balance of the employees' sick leave bank.

**24.06** When sick pay is claimed, proof of disabling sickness or accident will be furnished by a medical practitioner if requested by the Corporation.

The HOODIP program and all benefits thereof will cease subject to the terms and conditions of the plan.

**24.07** 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 provision for this agreement.

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

## **ARTICLE 25 COMPENSATION**

**25.01** **Experience Pay:** **An** employee hired by the Hospital with recent **and** related experience, may claim at the time of hiring on a **form** supplied by the Hospital **consideration** for such experience. Any such claim shall **be** accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one **(1)** year's 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 (1) step in the wage range of his previous classification (provided that he **does** not exceed the wage rate of the classification to which he has been promoted).

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

**25.04** **Job Classification:**

(a) When a **new** classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital **shall** determine the rate of pay for such new classification and notify the local Union of the same within seven **(7)** days. If the local Union challenges the rate, it shall have the right to request a **meeting** with the Hospital to endeavour **to** negotiate a mutually satisfactory rate. Such request will be **made** within ten **(10)** days after the receipt of notice from the Hospital of such new occupational classification **and** rate. Any change mutually **agreed to** resulting **from** such meeting shall **be** retroactive to the date that notice of **the** new rate **was** given by the Hospital. If the parties **are** unable to agree, the dispute concerning the new rate may be submitted to **arbitration as** provided in the **Agreement within fifteen (15)** days of such meeting. The **decision of the** Board of Arbitration (**as** arbitrator **as the case** may be) shall be based on the relationship established by comparison **with** the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(b) When the Hospital makes a substantial change during the term of this Agreement in the job content of ~~an~~ existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

(c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration ~~as~~ provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

(d) The parties further agree that any change mutually agreed to or awarded ~~as~~ a result of arbitration ~~shall~~ be retroactive only to the date that the Union raised the issue with the Hospital.

**25.05**                    Wages and Classification Premiums:

(a) Schedule "A" shall be the basic wages for the classifications named therein from October 11, 1995.

**ARTICLE 26 GENERAL ARTICLE**

**26.01**                    **Retroactivity:**

Retroactive pay will be paid ~~on~~ a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

Retroactivity will be paid for all hours paid by the Employer to all eligible employees ~~on~~ the payroll ~~as~~ of the expiry date of the agreement and to all new such employees hired since that date, Retroactivity will be paid within ninety (90) days of the date of this agreement.

The new rates shall ~~be~~ implemented no later than two (2) pay periods (bi-weekly) ~~from~~ the date of this agreement.

If ~~an~~ eligible employee shall have ~~terminated~~ his/her employment since the expiry date of the agreement, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last ~~known~~ address on the records of the employer, and the employee shall have sixty (60) days ~~from~~ the posting within which to claim any payment due to him/her. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the employee making such claim.

**26.02**                    Payment of Wages: The Corporation agrees that wages shall be paid every second Thursday, except when interfered with by the occurrence of a paid holiday in which case the regular payday may ~~be delayed~~ by one (1) day.

- 26.03** Employees will be paid on a bi-weekly basis by direct payroll deposit.
- 26.04** Disciplinary Penalties: The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two (2) years prior to the date of the matters under current consideration, except in circumstances where disciplinary action on related matters has occurred within the two (2) year period.
- 26.05** Notice of Termination: Every employee shall give at least one (1) week's notice of termination or he shall pay two (2) days' earnings for failure to give such notice of termination, and subject to the provisions of The Employment Standards Act, the Corporation shall give one (1) week's notice of termination of employment or shall pay one (1) week's wages in lieu of notice, except in cases of dismissal for cause or of termination during probationary period. The Corporation may compulsorily retire an employee in accordance with The Ontario Hospital Association Pension Plan and no Grievance may be lodged in connection therewith.
- 26.06** A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.
- 26.07** Superior Condition: The Corporation will continue to establish and maintain conditions of employment superior to minimum conditions established herein whenever possible, and will continue to reward employees for ability and faithful service by the payment of salaries in excess of the minimum established herein if possible.
- 26.08** Notices: Any notice to any employee under this Agreement may be personally (either directly or by telephone) or by telegraph or prepaid registered post addressed to the employee at his last address shown on the Seniority List or on the payroll of the Corporation, and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities. It shall be the employee's sole responsibility to maintain their current address and phone number with the Hospital.
- 26.09** Each employee shall have reasonable access to his personnel file in the Human Resources Department for the purpose of reviewing its contents. Access will be in the presence of an employee of the Human Resources Department.

## **ARTICLE 27 DURATION**

### **27.01 Renewal:**

- (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of Central Bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on Local Matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3)

calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one (1) party ~~from~~ the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on Local Matters.

(b) It is understood and agreed that "Local Matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement ~~as~~ being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures' ~~as~~ may be determined by mutual agreement between the Central Negotiating Committee referred to above.

(c) If either party desires to terminate this Agreement ~~as~~ of midnight on the 10th day of October, 2001, it shall not ~~less~~ than thirty (30) ~~days~~ and not more than ninety (90) ~~days~~ prior to such date, give written notice to the other of such notice of termination.

(d) If neither party shall so give notice to terminate this Agreement, it shall continue in effect ~~from~~ year to year after the 10th day of October, 2001, subject to termination by either party on written notice to the other, given not ~~less~~ than thirty (30) days ~~and~~ not more than ninety (90) ~~days~~ prior to the 10th ~~day~~ of October in ~~any~~ subsequent year.

(e) In the event of such notification being given, negotiations between ~~the~~ parties shall begin within fifteen (15) days following such notification.

(f) All negotiations for renewal or amendment to ~~this Agreement~~ shall be subject to the terms of The Ontario Labour Relations Act, 1970 and amendments thereto.

**27.02** ~~Term:~~ This Agreement shall continue in effect until October 10, 2001 and shall remain in effect ~~from~~ year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

**Wages**

1996:	Effective April 1 - increase Non-LICO (over \$30,000) wages to equalize with LICO (under \$30,000) wage rates	
1997:	Effective April 1	1.0%
	Effective October 11	0.5%
1998:	Effective April 1	1.0%
	Effective October 11	1.0%
1999:	Effective April 1	1.0%
	Effective October 11	1.0%
2000:	Effective October 11	2.0%

**Wage Adjustments**

Effective date of ratification

Mender - panty to Washer

O.R. Orderly - parity to 2nd Cook

Leadhand rate to be set at \$.53

Term

The parties agree that the collective agreement shall continue in effect up to and including October 10, 2001. In all respects, the notice provisions relating to **the renewal** of the collective agreement shall continue in effect.

**IN WITNESS WHEREOF** the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

DATED THIS 25<sup>th</sup> DAY OF April, 1999.

THUNDER BAY REGIONAL  
HOSPITAL  
PER:

[Signature]  
[Signature]  
Wayne Gallieda

SERVICE EMPLOYEES UNION  
LOCAL 268  
PER:

[Signature]  
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**LETTER OF INTENT**

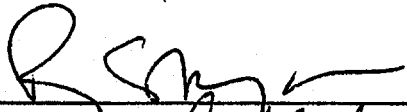
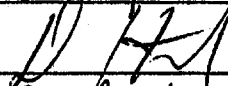
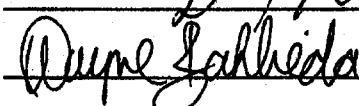
**Re: LIABILITY INSURANCE**

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

Dated this 25<sup>th</sup> day of October, 1999.



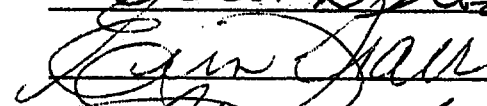
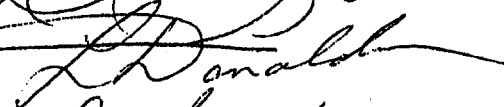
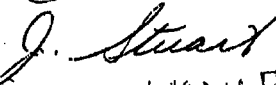
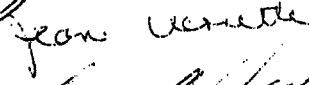
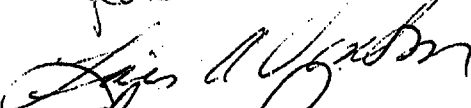

**THUNDER BAY REGIONAL  
HOSPITAL**

**PER:**

  
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**SERVICE EMPLOYEES UNION  
LOCAL 268**

**PER:**

  
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APPENDIX "C"

MEMORANDUM OF UNDERSTANDING  
RE: SHIFT PREMIUM

This letter shall be attached to and form part of the collective agreement.

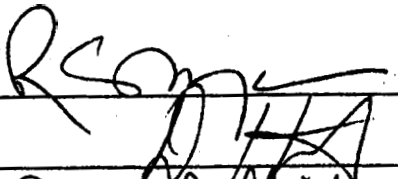
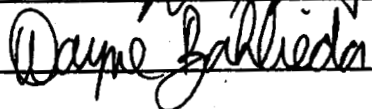
This Letter is to confirm the parties understanding that:


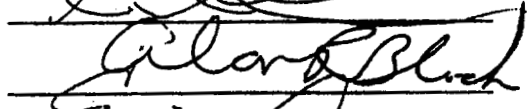
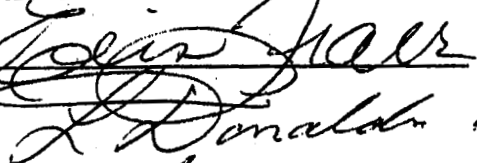
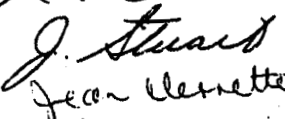
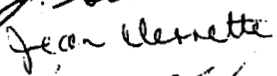
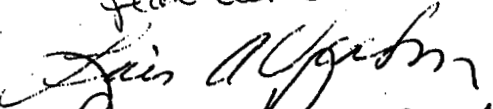
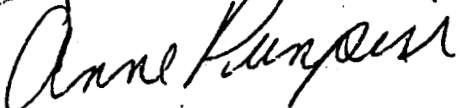
1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on **May 2, 1989**.
3. Hospitals who were paying a shift premium on the 11:00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

Signed at Thunder Bay this 25<sup>th</sup> day of October, 1999.

**THUNDER BAY REGIONAL  
HOSPITAL**

**SERVICE EMPLOYEES UNION  
LOCAL 268**

  
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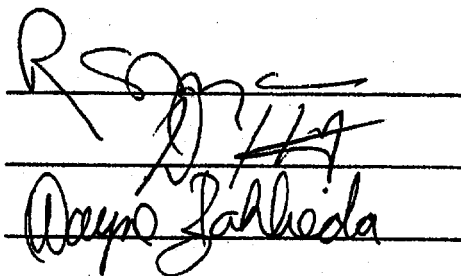
MEMORANDUM OF UNDERSTANDING

This letter shall be attached to and form part of the collective agreement.


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

Signed at Thunder Bay this 25<sup>th</sup> day of October 1999.

THUNDER BAY REGIONAL  
HOSPITAL

  
\_\_\_\_\_  
\_\_\_\_\_  
Raymond Zakheda

SERVICE EMPLOYEES UNION  
LOCAL 268

  
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Alan Black  
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Eileen Hall  
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L. Donaldson  
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J. Stuart  
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Yan Venetie  
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Luis Wilson  
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Anne Kumpser

**LETTER OF UNDERSTANDING**

for

**THUNDER BAY REGIONAL HOSPITAL**

and

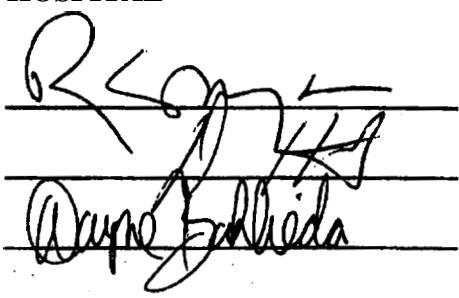
**SERVICE EMPLOYEES UNION LOCAL 268**

Re: Casual Employees

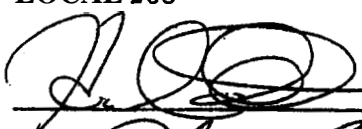
The parties agree to establish a committee to review the use of casual employees with the intent to develop language to govern the working conditions of the casual employees.

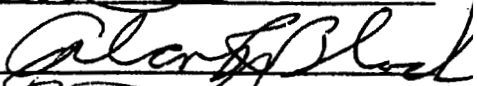
Dated this 25<sup>th</sup> day of October, 1999.

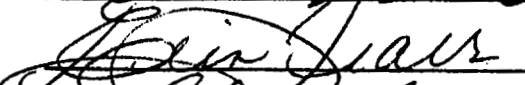
**THUNDER BAY REGIONAL  
HOSPITAL**

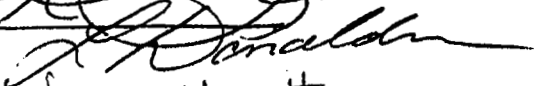
  
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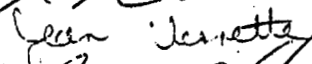
**SERVICE EMPLOYEES UNION  
LOCAL 268**

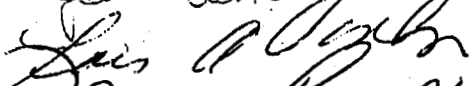
  
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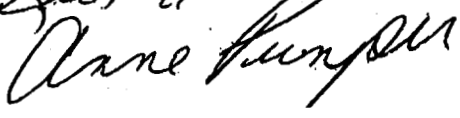
  
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LETTER OF UNDERSTANDING

between

THUNDER BAY REGIONAL HOSPITAL

and

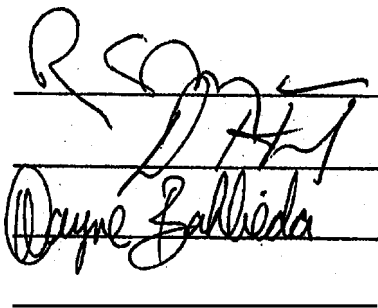
SERVICE EMPLOYEES UNION LOCAL 268

Re: 12 Hour Shifts -- Mental Health Services


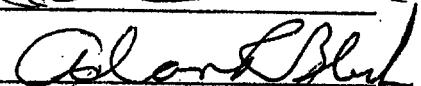
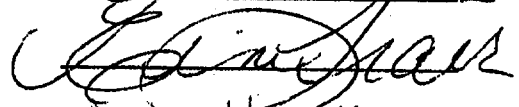
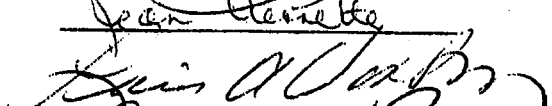
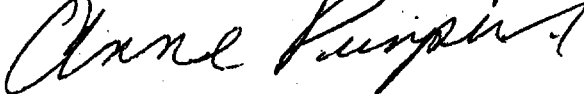
The parties agree to meet to review and, if necessary, amend the existing 12 Hour ~~Shift~~ language for the R.P.N.'s working on the Mental Health Services Unit.

Dated this 25<sup>th</sup> day of October, 1999.

FOR THE HOSPITAL:

  
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FOR THE UNION:

  
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Jean Henneske  
  
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