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COLLECTIVE AGREEMENT

between

PLUMMER MEMORIAL PUBLIC HOSPITAL

and

SAULT STE. MARIE GENERAL HOSPITAL

and

SERVICE EMPLOYEES UNION LOCAL 268

FULL TIME COLLECTIVE AGREEMENT

SERVICE UNIT

RECEIVED
MAY 16 2000



FULL-TIME (SERVICE)

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MEMORANDUM OF AGREEMENT

made this _____ day of _____ 199 .

BETWEEN

PLUMMER MEMORIAL PUBLIC HOSPITAL

AND

SAULT STE. MARIE GENERAL HOSPITAL

Sault Ste. Marie, hereinafter called the
"Hospital"

OF THE FIRST PART;

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
A.F. of L., C.I.O.-C.L.C. of all Ontario Union of Employees
of the Hospital through its **LOCAL 268**, hereinafter
referred to as the "Union"

OF THE SECOND PART.

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Hospital and certain classes of employees of the Hospital represented by the **Union** in order to assist in a

promotion of the successful operation of the Hospital in the maintenance of responsibility on the part of the Union and Management alike.

1.02 Relationship: There shall be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union by the Union, the Hospital or any employee within the bargaining unit.

ARTICLE 2 **SCOPE & RECOGNITION**

2.01 Scope: The Hospital recognizes the Union for the duration of this Agreement as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for all lay employees of the Hospital at Sault Ste. Marie, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, foremen, persons above the rank of foreman, chief engineer, office staff, and persons regularly employed for not more than 24 hours per week and students hired for the school vacation period.

ARTICLE 3 **MANAGEMENT RIGHTS**

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

(a) To direct the working force, to discharge employees for just cause subject to the use of the Grievance Procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees;

(b) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used and allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement;

(c) To maintain order, discipline and efficiency, and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this Agreement. Such rules and regulations and any changes thereto shall be communicated to the employee and the Union.

ARTICLE 4 DEFINITIONS

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

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

"Steward" shall mean an employee of the Hospital who has completed 45 days of work with the Hospital, and whose name has been forwarded to the Hospital by the Union in writing, confirming this appointment as such, and who has not been replaced by the Union with written notice to the Hospital.

4.03 Gender: The Use of the words "he" or "him" shall be construed to include the feminine gender unless otherwise stated.

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:

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

(b) The Union agrees there will be no Union activity or solicitation for membership on Hospital time except as provided in Article 5.02 (a) hereof, and no meetings on Hospital premises except with the express permission of the President or designate.

5.03 Employee Lists: Seniority Lists shall be posted on the bulletin board upon the signing of this agreement and amended every six months thereafter. A copy of the seniority lists will be supplied to the Union. Upon the posting of the seniority lists, employees shall have thirty **(30)** days in which to file complaints are filed, it is deemed that the seniority list as posted is correct.

5.04 Dues Check Off: Union dues so deducted shall be forwarded no later than the end of the month in which deductions are made and the deductions will be accompanied **by** a list showing the names of persons for whom deductions are made, the names of the persons for whom no deductions have been made, and the reasons for the absence of such deduction.

Such deductions to be forwarded to the Secretary-Treasurer of the Union at the address from time to time given to the Hospital.

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 President or designate for approval before posting. All out-dated notices shall be removed by the Union forthwith.

ARTICLE 6 NO STRIKE/LOCKOUT

6.01 (a) During the term of this Agreement neither the Union nor any of its Officers or Officials nor employees shall take part in or call or encourage any strike, sit-down,

slow-down (which shall include any work-to-rule arrangement) or any suspension of work against the Hospital which shall in any way affect the operations of the Hospital nor shall the Hospital nor any of its Officers or Officials engage in any lock-out.

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

(c) Should there be any violation of either (a) or (b) of this Article, there shall be no discussion or negotiation of the matter in dispute between the Employer and the Union until normal work has been resumed.

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

ARTICLE 7 **UNION REPRESENTATION AND COMMITTEES**

7.01 Grievance Committee:

(a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than four (4) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

(b) The Union shall keep the Hospital notified

in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

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

7.02 Union Stewards:

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

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

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

(d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such

permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

(f) The number of stewards and the areas which they represent, are to be determined locally.

(g) The Hospital acknowledges the right of the Union to appoint or otherwise select, the Chief Steward and department stewards. The number of stewards shall be mutually agreed and subject to review at the request of either party.

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

7.03 Central Bargaining Committee: 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 calendar months, not later than three calendar months prior to the normal termination date of this Agreement.. Upon receipt of such notice by one party from the other, both parties will meet within 15 days thereafter for the purpose of bargaining on Local Matters.

It is understood and agreed that "Local Matters"

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

(b) Central Negotiations: The 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. Upon reference to Arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending Arbitration Hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be 7 and in no **case** will more than one employee from a Hospital be entitled to such payments.

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 7 Hospitals accordingly.

7.04

Local Negotiating Committee:

(a) The Hospital agrees to recognize a

Negotiating Committee comprising of a Chief Steward and four (4) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.

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

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

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

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

(f) The number of employees on the Negotiating Committee shall be determined locally.

(g) In the event that Local 268 and participating Hospitals decide to voluntarily bargain regionally for future negotiations, then the Union Negotiation 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 Union/Management Committee: The parties agree to establish a Joint Union/Management Committee which will consist of three **(3)** representative members from the Union and three from Management.

The Committee will meet at least quarterly and will meet to discuss issues of mutual concern with the exception of issues subject to the grievance procedure or issues which are subject to negotiations. Paid attendance at such meeting during regularly scheduled working hours will be subject to employee availability and departmental needs.

ARTICLE 8 **GRIEVANCE AND ARBITRATION**

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

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

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

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

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

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

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

STEP 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:

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

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

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

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

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and 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 45 days of work within any 12 calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to 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.C.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.C.B. benefits.

(c) It is further understood that during such **unpaid** absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.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 Position Outside of the Bargaining Unit:

An employee who is transferred to a position outside of the bargaining unit for a period of 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.

ARTICLE 10 **JOB SECURITY**

10:01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases 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 a 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 President or designate 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) UNION

There shall be at least three (3) months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a layoff of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

10.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as

severance pay.

(b) Retirement Allowance

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 one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks; on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.

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 twenty-six (26) weeks in any 52-week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two weeks' pay, or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance **pay** under the

Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Layoff and Recall

(a) In the event of 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.

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 and may instead remain on layoff.

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

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

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

10.06 Benefits on Layoff

In the event of a layoff of a full-time employee, the 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.

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 11.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

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

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

NOTE : The purpose of this clause is the protection of

the work of the bargaining unit employees and not the broadening of that work to other: areas.

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

13.03 Volunteers:

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

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

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

clause carried out in good faith by the Hospital.

ARTICLE 14 **TECHNOLOGICAL CHANGE**

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

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

(b) Pay for such leave shall be limited to 8 hours in each calendar day of the employee's straight time job rate, calculated from the basic monthly salary on a daily basis.

(c) The days of the leave of absence for which the employee shall receive pay shall be limited to those days on which the employee was scheduled to work and does not work. This leave of absence shall begin no later than 24 hours from time of death.

15.02 Education Leave:

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

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

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

15.03 Jury and Witness Duty: 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 Court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with the Hospital the full amount of compensation received, excluding mileage, travelling and meal allowances, and an official receipt thereof.

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 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub

as proof that she is in receipt of Unemployment Insurance 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 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.OS 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 or 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) Effective on November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment

Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on **her** last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The 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 rate of pay.

15.06 Full-Time Union Leave: Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that not more than one employee in the bargaining unit may be on such leave at the time. Such leave if granted, shall be for a period of one calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such **leave of absence**.

15.07 Union Leave:

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

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

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

Agreement (unless altered by local negotiations).

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

(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 10 days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

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

15.08 personal Leave:

(a) Leave of absence without pay may be granted to an employee for purposes of health, education or any valid personal reason at the discretion of the President or designate.

(b) Employees who are on leave of absence for

any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, he may forfeit all seniority rights and privileges in this Agreement.

(c) All leaves of absence should be applied for in writing to the Hospital President; or designate.

ARTICLE 16 HOURS OF WORK

16.01 Daily and Weekly Hours of Work:

(a) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa, to which the other provisions of the Articles dealing with hours of work and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift, or per week, or for any period whatsoever, nor a guarantee of working schedules.

(b) The normal hours of work shall be an average of thirty-seven and one-half (37 1/2) hours per week based on a seventy-five (75) hour two-week pay period. Such hours shall be worked in accordance with schedules and shifts determined by the Hospital. Days off shall be consecutive as far as it can be reasonably arranged.

(c) No employee will be required to work more than seven (7) consecutive days without two (2) consecutive days off.

(d) Normal working shifts of employees shall ordinarily be worked during an elapsed period of eight (8) hours.

(e) Employees must report to their respective supervisors in uniform at the commencement of their shift and remain in uniform for the full working shifts.

(f) The Hospital operates twenty-four (24) hours per day, seven days a week. Night shift is recognized as the first shift of the work day.

(g) Any in-service courses where the Hospital requires an employee to attend, will be compensated for such time at straight time.

16.02 Rest Periods:

(a) Each employee whose regular work day required an elapsed time of eight (8) hours on the job shall be allowed thirty (30) minutes per shift for meals on his own time.

The Hospital allows two (2) fifteen (15) minute rest periods during each full seven and one-half (7 1/2) hours shift, provided the second rest period shall commence at least one hour prior to the termination of shift at the discretion of the Department Head.

(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:

(a) In the case of Departments where employees are required to rotate on the day, evening and/or night

shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of 23 hours between the beginning of shifts and change-over of shifts and of 39 hours **if** there is one day off, and of 63 hours if there are 2 days off between the change-over of shift.

(b) When rotating shifts, employees are allowed a minimum of sixteen (16) hours off between the ending of the one shift and the commencing of the other. Where the 16 hours is not granted, the employee shall be paid such hours worked at the rate of time and one-half.

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 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 undertaking.

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 Schedules: Four week schedules for work shall be posted not later than two weeks in advance of the commencement of the schedule. Errors, if **any**, will be corrected **as** soon as possible by the supervisor who made the schedule.

16.06 Exchange of Shifts: The Employer may **allow** an exchange of shifts at the request of 2 employees provided **that its** approval is obtained in advance and that no additional **cost** to the Employer results from such exchange of shifts.

16.07 Late Reporting and Booking Off Shift: Employees **who** report late shall suffer: penalties in accordance **with** the following scale:

Not more than fifteen (15) minutes late - penalty one-quarter (1/4) hour.

More than fifteen minutes **and** not more than thirty (30) minutes late - penalty one-half (1/2) hour .

More **than** thirty (30) minutes and not more than forty-five (45) minutes late - penalty three-quarters (3/4) hours, and so on, in units of one quarter (1/4) hour.

16.08 Notice of Change of Shift: The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where **less** than forty-eight (48) hours notice is given personally to the employee, time and one half (1 1/2) of the employee's regular straight time hourly rate will be paid for **all** hours worked on **the first;** shift of her/his new schedule.

16.09 Workload: Where an employee or group of employees covered by this agreement and governed by an Ontario College under the Health Disciplines Act or related legislation, has cause to believe that they are being asked to perform more work than is consistent with proper patient care **it** is agreed by **the** parties that such **workload** problem may be discussed by the Labour/Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days **of** the **alleged assignment.**

ARTICLE 17 **PREMIUM PAYMENT**

17.01 Definition of Straight Time Rate of Pay: For the purposes 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 Agreement.

17.02 Definition of Overtime (Overtime Premium): Authorized overtime worked in excess of 7 1/2 hours per day or 75 hours in a two week period, will be counted **as** overtime worked and will be paid at the rate of time and one-half the employee's regular rate of pay.

It is understood and acknowledged that the

Hospital has the right to require employees to perform reasonable authorized overtime work.

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

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

When overtime is to be offered to full-time employees, it shall be offered in accordance **with** seniority whenever practicable and provided the employee can perform the work.

In determining who is to work overtime, factors such as availability and urgency will be considered and overtime will be rotated in accordance with seniority as much as practicable.

A refusal to work overtime will not give that employee the right to another overtime shift until all eligible employees have had an opportunity to either work or refuse an overtime shift.

17.03 Reporting Pay: Full-time employees who report for any scheduled shift will be guaranteed at least 4 hours of work, or if no work is available, will be paid at least 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 \$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 three (3) hours pay at the rate of time and one-half their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

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

(c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight

time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium: Employees shall be paid retroactive to October 11, 1987 a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

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

17.08 Overtime - Lieu Time: Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate, or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding 2 pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked in lieu of overtime pay.

17.09 Paid Time to Working Time: Employees absent on approved leave paid by the Employer or by The Workers'

Compensation Board shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in 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 (.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 Ambulance Escort: Where an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

(a) Where the employee performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the employee performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

(b) Where such duties extend beyond her regular shift, the Hospital will not require an employee to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next

regularly scheduled shift she will maintain her regular earnings for that full shift.

(c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the hospital or to such other location agreed upon between the Hospital and the employee will be paid at the straight time or at appropriate overtime rates, if applicable under Article 17.01. It is understood that the employee shall return to the hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish the arrangements for return travel.

(d) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

ARTICLE 18 ALLOWANCES

18.01 Meal Allowance: When an employee is required to and does work for (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 (3) hours, no more or less, the employee is not required to take a hot meal if available, and may claim the five dollars (**\$5.00**) payment.

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

18.03 Transportation Allowance: When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per mile [to a maximum of fourteen dollars (\$14.00)] or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 **HEALTH AND SAFETY**

19.01 Accident Prevention - Health and Safety Committee:

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

(b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential

dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

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

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

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative.(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any 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 the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

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

ARTICLE 20 PAID HOLIDAYS

20.01 (a) For the purpose of this Article, the night shift is the first shift of the day.

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

New Year's Day	Good Friday
Victoria Day	Dominion Day
August Civic Holiday	Labour Day
Thanksgiving Day	Armistice Day
Christmas Day	Boxing Day
2nd Monday in June	

(b) In addition to the above-named designated holidays, there shall be an additional holiday in the form of a non-premium floating day, without loss of or deduction from regular earnings. In selecting such floating holiday consideration will be given to the wishes of the employee but the Hospitals' decision will govern.

(c) In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the 11th holiday.

(d) An employee required to work on any of the above-mentioned holidays shall be paid on the basis of the fixed day's pay, plus time and one-half for work performed on such day or given equivalent time off on some other day or days.

(e) 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. The additional day off is not necessarily consecutive with the vacation period.

(f) In order to qualify for each paid holiday, the employee must work his last scheduled shift; immediately prior to and **his** first scheduled shift immediately following the paid holiday.

(g) Where an employee is absent because of sickness, accident or on paid compensation, such employee shall be paid the first holiday but not others during such period of absence.

(h) Holiday Overtime: 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 $2\frac{1}{2}$ times his regular straight time hourly rate for such additional authorized overtime.

(i) Christmas & New Year's Scheduling: The Hospital will endeavour to schedule employees off work for not less than 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.

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

20.02 Float/Statutory Holidays will be scheduled in accordance with the employees request provided that the day requested can be accommodated and that the employee's request is submitted to the Department Head in writing prior to the posting of the schedule in accordance with the collective agreement.

20.03 Paid Holidays: Notwithstanding the above provisions, a full-time employee may notify the supervisor that he/she desires to accumulate up to four (4) paid holiday, lieu days, in order to use them as vacation. Such time to be used as a block, unless it is not feasible then other arrangements can be made. Such time may not be taken during prime time (June 15 to September 15) or during Christmas scheduling (December 15 to January 15) and this time shall not be carried over from one (1) year to the next, (eg. calendar year). The employee must give thirty (30) days notice to the supervisor in writing of the desire to use this option. All such vacation time will be taken at a mutually agreeable date chosen between employee and supervisor.

ARTICLE 21 VACATIONS

21.01 Entitlement & 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 December 31, 1989 shall be entitled to two (2) weeks annual vacation. Payment for such vacation shall be prorated in his/her service.

 An employee who has completed more than one (1) year but less than three (3) years of continuous service as of December 31, 1989 shall be entitled to two (2) weeks annual vacation with pay.

 An employee who has completed three (3) years but less than eight (8) years of continuous service as of December 31, 1989 shall be entitled to three (3) weeks annual vacation with pay.

 Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1990, the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

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

 An employee who has completed fifteen (15) years but less than twenty-five (25) **years** of continuous service as of December 31st shall be entitled to five (5) weeks annual

vacation with pay.

An employee who has completed twenty-five (25) or more years of continuous service as of December 31st 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 When an employee transfers from one department to another after vacation entitlement is booked, that employee must abide by departmental seniority, in the department to which he/she is transferring. In booking vacation for the year that the transfer took place, each year thereafter, hospital seniority shall prevail.

21.04 Vacation Scheduling: The following principles will be utilized in determining vacation scheduling:

1. The number of employees off at any one time will be in accordance with departmental policy.

2. Vacation will be booked in accordance with employee seniority.

3. During prime time (June 15 - September 15) employees will be allowed to book up to two weeks vacation in accordance with seniority and also will be allowed to book outside of prime time in accordance with seniority- Once all employees have had an opportunity to book vacation during prime time then employees on a seniority basis will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.

4. Written requests for vacation must be submitted by March 15th with the final vacation schedule posted April 15th.. Employees with delinquent requests or changes in requests will not be entitled to exercise seniority and bumping rights.

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 as set out below subject to their respective terms and conditions including any enrollment requirements.

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

(b) The Hospital agrees to pay seventy-five percent (75%) of the billed premium toward coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross.

Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single, and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective the first of the month after ratification of the Memorandum of Settlement by both parties coverage will include vision care (maximum \$90.00 every 24 months) as well as hearing allowance (lifetime maximum \$500.00/per individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

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

(c) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under 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 fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with

another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the first of the month following the date of ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan will be 75%.

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

22.04 The Hospital shall make provision with its insurers by January 18, 1993 to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, his or her participation in the following group plans:

(1) Extended Health Care, including Vision Care and Hearing **Aid** allowance.

(2) Dental Plan.

22.05 On all above items, it is understood that the payment on the part of the Hospital is made direct to the carrier and only for those employees in the plan through Hospital payroll deduction. It shall be a condition of employment that all new employees enroll in the above-noted plans unless they can produce proof that **they** are **covered** by

medical coverage comparable to the Plan carried by the Hospital.

22.06 Participation shall be voluntary with respect to present employees. Participation by employees hired after implementation of the Plan shall be voluntary unless conditions imposed by carrier require participation. Enrollment of future employees, in any event, shall be on successful completion of the probationary period or after the waiting period required by the Plan whichever is longer.

Participation after the effective date of the Plan for other than employees hired after its implementation shall be restricted to subsequent anniversary dates of the implementation of the Plan and without any waiting period.

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 Employer will pay the employee's wage for the day of the accident.

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

ARTICLE 24 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 1992

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 deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. **For** the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

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

(c) 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:

(i) Supplement payment for sick leave days under the new program or paragraph 5 below

which would otherwise be at less than full wages and,

(ii) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.

(iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.

(iv) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award

of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

(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.

(h) 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.

(i) 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.

24.02 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.

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 step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

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

25.04 Job Classification:

(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new

occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

ARTICLE 26 **GENERAL CLAUSE**

26.01 Payment of Wages:

(a) It is mutually agreed that **employees** shall be paid bi-weekly and the method of computation for bi-weekly pay shall be arrived at by taking the monthly rate and multiplying it by 12 and dividing it by 26 and this will constitute a bi-weekly pay.

(b) Regular pay days shall be every second Friday during the term of this agreement.

(c) Employees shall be paid by bank deposit in the bank of the employees' choice and each employee shall be issued a statement showing earnings, deductions and net pay. The bank to be within the municipality of residence or hospital operation.

26.02 Letter of Reprimand: A notice of discipline will remain part of the **employee's** file until **the** employee has worked 18 months without further discipline.

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

26.04 Retirement Age:

(a) The normal retirement age shall be 65 years of age.

(b) Upon notifying the Union, *the* Employer may, however, at his sole discretion, continue to employ on a

month-to-month basis any person after he or she has attained retirement age at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of such employee. An employee who becomes physically and/or mentally handicapped prior to reaching retirement age **may** be continued to be employed by the Employer at an occupation and a rate of pay which takes into consideration the ability and physical and mental condition of such employees.

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

26.05 Health Examinations: When required by the Administration, the employees will submit to a physical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and vaccination, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time by the Public Hospitals Act, R.S.O. **1976** and amendments thereto and/or regulations passed thereunder.

ARTICLE 27 **DURATION**

27.01 Renewal: **If** either party desires to terminate or amend this Agreement as of midnight on the *10th* day of

October, 1993, it shall within 90 days next preceding the expiry day give written notice to the other of such notice of termination or amendment.

27.02 Term: This Agreement shall continue in effect until October 10, 1995, 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.

DATED THIS 22 DAY OF December, 1994.

FOR THE HOSPITAL:

Don Morris
Shelley Dilly
L. M. ...
Lucy B.
Fred Piazza
Lise Corvaceau
Louis Barney
Colleen Kearse
John Messia-Mann

FOR THE UNION:

Vincent Pisto
Ed. M. Brucato
Paul Piquet
John Hillard
Tom M. ...
Charlotte McDonald
Marica Dimpino
Jeanne Christone
St. Gallagher
Leslie Mancini

THE HOSPITAL

SCHEDULE "A"

FULL-TIME COLLECTIVE AGREEMENT

SERVICE RATES

During the terms of this Agreement, the Hospital agrees to pay and the Union agrees to accept the wages for the classification as set forth in Schedule A attached hereto.

<u>CLASSIFICATION</u>	<u>DATE</u>	<u>BASIC</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Night Resident Attendant		-	-	13.372
Health Care Aide		14.118	14.253	14.397
Porter		14.118	14.253	14.397
Housekeeping Aide		14.118	14.253	14.397
Child Life Worker		14.118	14.253	14.397
Dietary Aide		14.118	14.253	14.397
Janitor		14.144	14.281	14.431
Special Dietary Help		14.188	14.324	14.461
Laundry Help I		14.208	14.344	14.481
Sanitary Collector		14.210	14.345	14.497
Cleaner I		14.248	14.384	14.521
Psychiatric Attendant		14.268	14.404	14.541
Rehabilitation Attendant		14.268	14.404	14.541
Sewing Aide		14.482	14.619	14.755
Orderly		14.580	14.727	14.862
Storekeeper		14.580	14.727	14.862
Laundry Washer		14.673	14.819	14.955

<u>CLASSIFICATION</u>	<u>DATE</u>	<u>BASIC</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Nurse Aide - C.S.R.		14.720	14.857	14.994
Non-Qualified Dispatcher		14.565	14.796	15.029
Ambubus Driver		14.816	14.955	15.109
Handyperson Laundry		14.816	14.955	15.109
Second Cook		14.848	14.985	15.134
Maintenance I		14.984	15.123	15.275
Detox Attendant		14.285	14.864	15.472
First Cook		15.650	15.799	15.938
Special Nurse Aide C.S.R.		-	-	15.994
Registered Practical Nurse		15.762	15.900	16.054
Dispatcher		15.866	16.102	16.330
Maintenance II		-	-	16.919
Third Class Engineer		-	-	17.819
Casualty Care Attendant		17.408	17.656	17.904
E.M.C.A.		17.815	18.604	18.319
Tradesperson		-	-	18.638
*E.M.C.A. Lead Hand		17.904	18.166	18.704
Electrician		-	-	18.819

Lead Hand person will receive a premium of \$0,288 per hour on all hours worked.

*E.M.C.A. Lead Hand already includes **the** Lead Hand premium of \$0.30 per hour.

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.



MEMORANDUM OF UNDERTANDING

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 Toronto this 2nd day of **May**, 1989.

FOR THE PARTICIPATING
LOCAL UNIONS

Deborah de Bastiani
Vincent Pistor
R. Brian Figures
Donna Biocchi-Sproule
James R. Scott
Sandra Bryant

FOR THE PARTICIPATING
LOCAL HOSPITALS

T.R. Yukich

MEMORANDUM OF UNDERSTANDING

RE: Article 10.01 and 10.04

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 Toronto, Ontario, this ____ day of _____ 1993.

FOR THE UNION

FOR THE HOSPITAL



LETTER OF UNDERSTANDING

BETWEEN

THE HOSPITAL

AND

S.E.I.U. LOCAL 268 (Service - Clerical - Technical)

Where the Hospital transfers an employee from one bargaining unit to another or one interest group to another (eg. union to non-union or vice-versa), that employee will be allowed to carry accrued service as it applies only to benefit entitlement and vacation entitlement to the new interest group or bargaining unit.

This letter will not apply to the carriage of competitive seniority from one bargaining unit to another.

Dated at Sault Ste. Marie, this 21st day of October, 1994.

FOR THE HOSPITAL

Don Muio
Sandi Monto
Lorri Piazza
Shelley Ditty
Lise Corriveau
Craig Bonner
Lois Barney
Johanne Messier-Mann
Colleen Pearse

FOR THE UNION

Vincent Pistor
Richard Armstrong
Debbie deBastiani
Chuck Mummery
Sandra Bryant
Monica Denning
Girdie Hollingshead
Gabi Deberardino
John Speers
Charlene MacDonald
Leslie Mancini
Jeannine Armstrong

LETTER OF UNDERSTANDING BETWEEN

PLUMMER MEMORIAL PUBLIC HOSPITAL

S.E.I.U. LOCAL 268

The parties agree to the following terms and conditions that will govern the scheduling of ambulance employees working extended tours at the Plummer Memorial Public Hospital:

1. Introduction and Discontinuation Language-

(a) A compressed work week shall be introduced when:

i) seventy-five percent (75%) of the employees so indicate by secret ballot; and

ii) the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) A compressed work week may be discontinued when:

i) sixty-five percent (65%) of the employees so indicate by secret ballot; or

ii) the Hospital, because of:

a) adverse effects on patient care

b) inability to provide a workable staffing schedule

c) where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary,

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states its intention to discontinue the compressed work week in the schedule.

- c) When notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph b) above, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and where it is determined that; the compressed work week will be discontinued, affected employees shall be given four (4) weeks notice before the schedules are so amended.
2. a) The regular hours of work shall be 11.25 paid hours.

b) There shall be 45 minutes paid rest time and 45 minutes unpaid rest time.
 3. The probationary period will be 337.5 hours.
 4. Overtime will be paid only after 11.25 hours per day and if there is a balancing tour in the schedule then it will be paid after the 7.5 hours worked on the balancing tour.
 5. Sick Leave - For the purposes of HOODIP, an employee working extended tours shall be paid in accordance with seniority for fifty (50) extended tours or 562.50 hours.
 6. Statutory Holidays - Employees who work on a statutory holiday will be paid time and a half for hours worked on that day and receive a lieu day which will be scheduled on the balancing tour, if any.

7. Shift Premium - For purposes of this clause, the normal day shift will be the extended shift.
8. Vacations - A vacation week with pay will be the equivalent of 37.5 hours.

SIGNED ON THIS 11th DAY OF February, 1991.

FOR THE UNION

Vincent Pistor

James Scott

Brian Figures

Donna Biocchi-Sproule

Deborah Debastiani

Anne Cranston

FOR THE EMPLOYER

Tom Yukich

Lorri Piazza



LETTER OF UNDERSTANDING
BETWEEN
THE HOSPITAL
AND
SERVICE EMPLOYEES UNION, LOCAL 268

In respect to long term injuries and illnesses, the Hospital and the Union agree that, in most instances, it is in the best interest of both the Hospital and the employee that the employee be returned to gainful employment at the earliest time.

In many instances, the employee's physician will recommend a return to either modified work or permanent light duty work as a condition for return to the workplace.

The parties agree, during the life of the agreement, to discuss the concept of a Modified Work Program which will ensure that its sick or injured members are being given fair and just treatment to job opportunities within the Hospital.

Signed on this 21st day of October, 1994.

FOR THE HOSPITAL

Don Muio

Sandi Monto

Lorri Piazza

Shelley Ditty

Lise Corriveau

Craig Bonner

Lois Barney

Johanne Messier-Mann

Colleen Pearse

FOR THE UNION

Vincent Pistor

Richard Armstrong

Debbie deBastiani

Chuck Mummery

Sandra Bryant

Monica Denning

Girdie Hollingshead

Gabi Deberardino

John Speers

Charlene MacDonald

Leslie Mancini

Jeannine Armstrong

LETTER OF UNDERSTANDING
BETWEEN
THE HOSPITALS
AND
SERVICE EMPLOYEES UNION, LOCAL 268

RE: CALL-IN PROCEDURE

The Parties agree that it may be in the best interest of all concerned to establish a call-in procedure in writing. With this goal in mind, the Parties agree to discuss the matter at Labour/Management Committee meetings as necessary.

Such procedure will consider seniority and ability to perform the work and any other variable deemed important by the Parties.

SIGNED ON THIS 29TH DAY OF JANUARY, 1991.

FOR THE HOSPITAL

Vincent Pistor
Deborah de Bastiani
Anne Cranston
Sandra Bryant
Brian Figures
James Scott
Donna Biocchi-Sproule

FOR THE UNION

Tom Yukich
Lorri Piazza

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11

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