

**COLLECTIVE AGREEMENT**  
**FULL-TIME SERVICE BARGAINING UNIT**

**BETWEEN:**

**ST. JOSEPH'S HEALTH SERVICES ASSOCIATION  
OF SARNIA, INCORPORATED, AS OWNER AND OPERATOR OF  
ST. JOSEPH'S HEALTH CENTRE OF SARNIA**

**-and-**

**SERVICE EMPLOYEES' INTERNATIONAL UNION  
Local 220**

**EXPIRY:**  
*9/31/98*

BJHC  
SEIU 230

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LOCAL 220**

**FULL TIME SERVICE BARGAINING UNIT**

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**ARTICLE 1 - GENERAL PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees covered by this Agreement, to provide an orderly procedure for the prompt disposition of grievances, to establish and maintain working conditions, hours of work, and wages for employees covered by this Agreement.

**ARTICLE 2 - UNION RECOGNITION**

2.01 The Hospital recognizes the Union as the exclusive bargaining agent of all lay employees of the Hospital in the City of Sarnia save and except supervisors, foremen, persons above the rank of supervisor, foreman, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, social worker, social work assistants, paramedical personnel, chief engineer, security guards, persons engaged in research work, office and clerical staff, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period and employees in bargaining units for which any trade union held bargaining rights as of September 14th, 1989.

For clarity, we note that the term "paramedical" as used in our decision of November 6, 1989 in this application includes occupational therapists, speech therapists, speech pathologists, physiotherapists, therapeutic and administrative dietitians, registered and non-registered pathological technologists, radiological technologists (radiography), radiological technologists (nuclear medicine), registered and non-registered respiratory technologists, registered and non-registered EGG, ECG and ophthalmology technicians, registered and non-registered ultrasound technologists, glaucoma technicians, ear, nose and throat technicians, cardiovascular technicians, electro-encephalographists, electrical shock therapists, laboratory technicians, laboratory assistants, electronic technicians, psychometrists, pharmacists, pharmacy technicians, psychologists, remedial gymnasts, medical records librarians, social workers, child care workers, nutritionists, dental health educators and bio-medical technicians.

- 2.02 The Hospital agrees it will not enter into any other Agreement with any of the employees in the bargaining unit, either individually or collectively, which will not conform to the provisions of this Agreement.
- 2.03 (a) it is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- (b) Part time employees can fill in up to six months or the length of leave permitted by law in the case of a Pregnancy/Parental leave when a full time employee is on Leave of Absence, Pregnancy and Parental Leave, etc. and still be covered under the part time Collective Agreement. If there is an extension needed the Hospital will discuss it with the Union and the Union may suggest another employee, the Union will not unreasonably withhold its permission.
- 2.04 Wherever the singular or feminine is used throughout this Agreement, the same shall be construed as meaning the plural, masculine or neuter gender where the context so requires.
- 2.05 Each of the Parties agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee because of his or her membership or non-membership in the Union, or in the exercise by an employee of her rights under this Collective Agreement. There will be no Union activity or solicitation for membership on the Hospital's premises.
- 2.06 Supervisors and persons whose jobs are not in the bargaining unit shall not work regularly on any jobs which are included in the bargaining unit except in the case

of emergency or safety or for the purpose of instructing employees or in the cases mutually agreed upon by the parties.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes that the management of the Hospital and the direction of the employees are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim by a seniority-rated employee that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereafter provided;
- c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

3.02 The Hospital agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

**ARTICLE 4 - NO STRIKES AND NO LOCKOUTS**

4.01 The Hospital and the Union agree that there will be no strikes or lockouts respecting employees covered by this Agreement during the term of this Agreement. The words "strike" and "lockout" shall be interpreted as defined and referred to in The Labour Relations Act, as amended.

## **ARTICLE 5 - UNION REPRESENTATION**

5.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than five (5) employees (four (4) full time and one (1) part time) and the Employer will recognize the said Committee for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for a renewal of any Agreement.

5.02 The Hospital acknowledges the right of the Union to appoint or otherwise select ten (10) stewards, who shall be employed in and represent the departments as follows:

Nursing	4	Maintenance	1
Dietary	2	Housekeeping	2
Other	1		

Stewards appointed under this Article shall represent full time and part time employees.

5.03 The Union Committee shall have the right at any time to have the assistance of representative(s) of London and District Service Workers' Union, Local 220, when meeting with the Hospital or the Hospital's representatives. Such meeting will be arranged with the Director of Human Resources or designate and will be held at a time and place mutually convenient to both parties.

5.04 The Union Agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and that only such time as is reasonably necessary for the prompt processing of Union Business will be consumed by such persons during working hours.

5.05 In accordance with this understanding, it is agreed that:

(a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Hospital up to and including conciliation.

(b) A Steward, the grievor(s) and, where applicable under this Agreement, members of the Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings with representatives of the Hospital up to but not including arbitration.

(c) Processing of grievances at Steps 1 and 2 shall be arranged so far as reasonably possible between 08:30 and 16:30 hours.

- 5.06 Before leaving their regular work to undertake Union Business on behalf of the Union, the Union Committee Members or Steward will request permission of the Supervisor before leaving their work and will report back to their Supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.
- 5.07 The Union shall keep the Hospital notified in writing of the names of the currently authorized members of the Union Committee and Stewards.
- 5.08 The Union Committee and the Employer shall meet each month at the times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by a letter from either Party to the other Party, containing an Agenda of the subjects to be discussed.
- 5.09 The Employer agrees to supply the Union Office and the Union Committee members with the current organizational chart. These lists will be provided each January and the Hospital will give notice of any changes as they may occur so that these lists can be current.
- 5.10 The Employer will provide an office for the Union, to be shared with other Unions representing other Health Centre employees, as designated by the Employer.

**ARTICLE 6 - COMPLAINT AND GRIEVANCE PROCEDURE**

Definition

For the purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

- 6.01 It is the mutual desire of the Hospital and the Union that complaints and grievances be adjusted as quickly as possible. Either Party may request time extension, verified in writing, and both Parties agree to give full consideration to compliance with such requests.
- 6.02 It is understood that an employee has no grievance until she has first given her immediate Supervisor an opportunity to adjust her complaint. If an employee has a complaint, she shall discuss it with her immediate Supervisor within fifteen (15) calendar days after the circumstances giving rise to the complaint have originated



or occurred. Any employee is entitled, upon request, to have a Union Steward present when discussing the complaint with the immediate Supervisor. Failing settlement of a complaint by the immediate Supervisor within ten (10) calendar days, it may be taken up as a grievance within ten (10) calendar days following the reply of the immediate Supervisor in the following manner and sequence:

6.03 Step No. 1

The employee, with the assistance of a steward, if she so desires, may present her grievance in writing to her immediate Supervisor. The nature of the grievance, the remedy sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance. Failing settlement, the immediate Supervisor shall deliver her decision in writing within ten (10) calendar days following the presentation of the grievance to her, then within ten (10) calendar days after the decision is given:

Step No. 2

The employee, with the assistance of a steward (if she so desires) may present her grievance in writing to the Assistant Executive Director responsible for the Department; failing settlement, the Assistant Executive Director responsible for the Department shall deliver her decision in writing within ten (10) calendar days following the presentation of the grievance to her.

Step No. 3

Within ten (10) calendar days following the decision under Step No. 2, the grievance may be submitted to the Executive Director of the Hospital (or his delegate) to be discussed at a meeting between the said Executive Director (or his delegate), the grievor and the Union Committee within ten (10) calendar days of receipt of the grievance. At the meeting with the said Executive Director (or his delegate) the Executive Director (or his delegate) shall communicate with the Union Representative to schedule the meeting. There shall be present the grievor, the Steward, the Union Committee member and a representative of the Union. Failure of the Steward, a member of the Union Committee or a representative of the Union, to attend such meeting, shall not invalidate the meeting. The Hospital may have in attendance at such meeting on its behalf such representative(s) as it considers advisable or necessary; failing settlement, the decision of the Executive Director shall be delivered or forwarded in writing to the said Union Representative within ten (10) calendar days following the meeting.

- 6.04 Failing a settlement under Step No. 3 of the grievance, such grievance may be taken to arbitration as hereinafter provided and if no written request for arbitration is received within fifteen (15) calendar days after the decision in Step No. 3 is given, the grievance shall be deemed to have been abandoned.

- 6.05 All agreements reached under the' grievance procedure between the representatives of the Hospital, the Union and the employees originating the grievance and the representative(s) of the Union will be final and binding upon the Parties hereto and the employees to which this Agreement applies.
- 6.06 Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the Grievance Procedure.

### **ARTICLE 7 - POLICY GRIEVANCE**

- 7.01 Where a difference arises between the Hospital and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by either party and dealt with commencing at Step No. 3 of the Grievance Procedure. Any grievance by the Hospital or the Union, as provided in this paragraph, shall be commenced within twenty (20) calendar days of the date of the occurrence. It is expressly understood and agreed that the provisions of this Article may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves initiate and the regular Grievance Procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue arising from the complaint.

In the case of such a grievance by the Hospital, it shall be submitted in writing to the Union Representative responsible for this Collective Agreement (with a copy to the Chairman of the Union Committee) within twenty (20) calendar days after the circumstances giving rise to the grievance have occurred. The Union Representative shall give his decision within seven (7) calendar days after receiving the grievance, and failing settlement, the grievance may be referred to arbitration by the Hospital in accordance with Article 8 hereof.

### **ARTICLE 8 - ARBITRATION**

- 8.01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have

power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman of the Board within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 8.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.05 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.
- 8.06 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.
- 8.07 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written Agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of The Labour Relations Act.

#### **ARTICLE 9 - DISCHARGE CASES**

- 9.01 A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of his discharge. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

Notwithstanding anything in this Agreement, a probationary employee may be terminated at the sole discretion of and for any reason satisfactory to the Hospital and such termination of a probationary employee shall not be subject to the grievance or arbitration procedures.

- 9.02 Whenever an employee is being disciplined, suspended or discharged, and such disciplinary action will become part of the employee's record, a Union Committee Member or Steward will be present, if one is readily available, and if the employee so requests.
- 9.03 An employee shall, upon written request made a reasonable time before the time of viewing, have an opportunity to view his personal file in the presence of the Director of Human Resources or his designate. The information the employee may review will be:
- a) application form
  - b) written evaluations
  - c) formal disciplinary notations
  - d) incident report (excluding patient incident reports)
- 9.04 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided the employee's record has been discipline free in that period of time.

#### **ARTICLE 10 - UNION SECURITY**

- 10.01 The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:
- (a) all employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues;
  - (b) new employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment;
  - (c) Union dues will be deducted from the employee's pay on the first pay in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the last day of the month in which the same were deducted by the Hospital;

- (d) the Hospital agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

10.02 Regular monthly Union dues referred to in this Article shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

10.03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.

10.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

10.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

## **ARTICLE 11 - SENIORITY**

11.01 An employee will be considered on probation until after he/she has completed forty-five (45) days of work in the full-time bargaining unit within any twelve (12) calendar months. Upon the completion of such probationary period, the employee's name will be placed on the seniority list with seniority dating from the date she was last hired by the Hospital.

11.02 In the case of promotion and demotion (other than appointments to positions outside the scope of the bargaining unit), the following factors shall be considered:

- (a) skill, qualifications, ability and experience;
- (b) seniority

Where the factors in (a) are relatively equal, seniority shall govern provided that the employee in question has the qualifications to perform the work available and required.

11.03 The seniority list will be compiled and posted on the Union Bulletin Board showing the employee's name, classification and seniority, semi-annually in the months of March and September of each year. A copy of the seniority list will be forwarded to the Union office in London. Seniority as compiled and posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the current date of posting.

11.04 An employee shall lose all service and shall be deemed to have terminated if he:

- a) resigns;
- b) is retired;
- c) is discharged and not reinstated through the grievance and arbitration procedure;
- d) has been laid off for the lesser of his length of seniority or twenty-four (24) consecutive calendar months;
- e) is absent due to disability or illness for a period of twenty-four (24) months, or a period equivalent to the employee's length of seniority at the time the disability or illness commenced, whichever is the lesser;
- f) 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, and failure to notify was not due to circumstances within the employee's control;
- g) fails to return to work upon the expiration of a leave of absence, for reasons within the employee's control, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Hospital in writing;
- h) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the Parties.

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

11.05 It is the employee's responsibility to ensure that her home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.

11:06 job Security

(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 immediately be established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless other wise 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 with 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 to be determined locally, and shall consist of at least two (2) 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 requested.

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 the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

#### Disclosure

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

#### Accountability

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

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

### 11.07 Notice of Layoff

#### (a) Union

There shall be at least four months' notice to the Union in the event of a proposed layoff 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 three months notice or pay in lieu thereof. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

### 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 the lessor of 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 the 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 \$1000.00 for every year less that 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 26 weeks in any 52 period, and who has not elected either (a) or (b) of this Article,
- shall be entitled to severance pay equal to the greater of two weeks' pay, or one weeks' pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

11:08 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 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 classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical 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 rate.

In the event that there are no employees with lessor seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace the 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/she can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before **such** opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the 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 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 to 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 of 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 employees shall retain the rights **of** recall for a period of twenty-four **(24)** months from the date of layoff.

#### 11.09 Benefits on layoff

In the event of a layoff of a permanent or long term nature, 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.

#### 11.10 Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.

11.11 For the purposes of layoffs and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond thirty (30) calendar days (except pregnancy and parental leave) or illness in excess of sixteen (16) weeks, and period or periods of layoff.

11.12 Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall

be given to the Chairperson of the Union Committee and sent to the Union Office.

- 11.13 **An** employee whose status is changed from part time to full time will receive a seniority position on the basis of sixteen hundred and fifty (1650) hours of part time work equalling one (1) year of full time seniority. Where the employee transfers from part time to full time employment in a different classification he/she shall be considered to be on a trial period as provided for in Article 21.06. If, during this period, the employee finds the job unsatisfactory, or is unable to meet the requirements of the position, the employee may voluntarily return, or be returned by the Hospital to his/her former part time position without loss of seniority, subject to any changes which would have occurred had he/she not transferred to full time.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

- 12.01 The Hospital does not guarantee any hours of work per day or days of work per week with respect to any employee covered by the Agreement.
- 12.02 The normal hours of work for all employees shall be seven and one-half (7½) hours of work per day exclusive of an unpaid meal break and thirty-seven and one-half (37½) hours of work per week.
- 12.03 Authorized work performed in excess of seven and one-half (7½) hours of work per day or seventy-five (75) hours of work in the two (2) week scheduling period shall be considered as overtime and paid for at the rate of time and one-half of the employee's straight time hourly rate of pay.
- 12.04 Rest Periods
- a) Employees who work a 7½ hour shift shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7½) hour shift.
  - b) Other employees, including employees who work shifts in excess of seven and one-half (7½) hours shall be entitled to paid rest periods of fifteen (15) minutes for each four (4) hours of work during the shift.
- 12.05 The Hospital will use its best endeavours to maintain and achieve the following objectives in the formulation of working schedules. Such objectives shall not be applicable, and premium pay shall not be payable, as a result of exchange of shifts or days off between employees or when accommodating a change of schedule at the request of the employee:

- (a) schedules shall be posted, except in cases of an emergency, a minimum of **two (2)** weeks in advance;
- (b) employees will be scheduled *off* work for not less than five (5) consecutive days at either Christmas or New Year's unless the employee agrees otherwise. When the 5-day period occurs at Christmas it shall include the period from 23:30 hours December 23 to 23:30 hours December 26. When the 5-day period occurs at New Year's it shall include the period from 23:30 hours December 30 to 23:30 hours January 1. This provision shall not apply to employees who are normally scheduled to work Monday to Friday.
- (c) for employees in the Nursing Department,
  - (i) there will be not less than forty-eight (48) hours scheduled off after the completion of a tour of **two (2)** or more night shifts and the commencement of a change in shift from night shifts without the consent of the employee:
  - (ii) in respect of the employee who normally rotates, the Hospital will schedule the employee to work days and evenings or days and nights.
  - (iii) employees will not be scheduled to work more than seven (7) consecutive days.
  - (iv) night shift will be considered the first shift of the day.
  - (v) double time will be paid for a double shift, i.e. fifteen (15) consecutive hours - 7.5 hours straight time and 7.5 hours double time. This overtime must be authorized by the supervisor.
- (d) During the period December 15 to January 15, the provisions and conditions respecting scheduling in this Agreement shall be waived in favour of the Hospital. However, the Hospital will use its best endeavours to adhere to the scheduling provisions during this period.

12.06 In lieu of overtime pay as described in Article 12.03, an employee may take equivalent time *off* with pay at a mutually agreeable time within thirty (30) days following the date the overtime was worked or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with Article 12.03.

**12.07 Shifts Affected by Daylight Saving Time**

For shifts affected by the change from daylight saving time to standard time, and vice-versa, the employee shall be paid for hours: In the Spring, the night shift shall be paid seven and one-half (7½) hours and in the Fall, eight and one-half (8½) hours.

12.08 Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of change in shift at the request of an employee or exchange of shifts between employees. In the above circumstances, the employees will be paid straight time for hours worked.

12.09 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

12.10 if an employee is required to work more than two (2) hours of unscheduled overtime, the employer shall, at its discretion, provide either a meal allowance of seven dollars (\$7.00) or a meal ticket. Overtime must be continuous to a regular shift.

**ARTICLE 13 - SHIFT PREMIUM**

13.01 (a) Effective September **10, 1998**, a shift premium of fortysight (**48**) cents will be paid to all employees for all hours worked after 1500 hours on a shift other than a regular day shift. For purposes of this Agreement, it is understood a regular day shift is one which starts before 1100 hours.

The shift premium will be paid for the hours 3:00 p.m. to 9:00 p.m. for twelve hour shifts beginning at 9:00 a.m. and ending at 9:00 p.m.

(b) Effective April 1, 1993, an employee shall be paid forty-five cents for each hour worked between 2400 hours Friday to 2400 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.

**ARTICLE 14 - RESPONSIBILITY PAY**

14.01 Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (½) of one shift, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

14.02 An employee who is temporarily assigned by the Hospital for one complete shift or more, to a job classification within the bargaining unit where the wage rate is

higher than that of the job classification to which the employee is regularly assigned, shall receive the next highest wage rate above his regular wage rate in the job classification to which he is temporarily assigned for all hours worked in the higher classification.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 15.04 of this Agreement shall receive the following Paid Holidays:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Holiday  |                  |

In addition to the foregoing paid holidays, each employee will be entitled to:

- a) a float holiday, to be taken between October 1st and December 31st, provided that the employee has completed thirty (30) days of employment as of the date of taking the float holiday;
- b) a float holiday, to be taken between February 1st and May 31st, provided that the employee has completed thirty (30) days of employment as of the date of taking the float holiday;
- c) a float holiday, to be taken between January 1st and December 31st, provided that the employee has completed thirty (30) days of employment as of the date of taking the float holiday.

The float holidays referred to above shall be taken on days mutually agreed to between the employee and his immediate Supervisor. A day selected by the employee shall not be unreasonably denied by the immediate Supervisor, taking into account the efficient operation of the Department to which the employee is assigned.

15.02 Should the Hospital be required to observe additional Paid Holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) Paid Holidays remains unchanged.

- 15.03 Holiday pay is defined as the amount of regular straight time hourly pay (7½ hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.
- 15.04 in order to qualify for holiday pay, an employee shall complete a full scheduled Shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:
- a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
  - b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
  - c) an authorized leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
  - d) vacation granted by the Hospital;
  - e) the employee's regular scheduled day off.
- 15.05 An employee who is scheduled to work on a Paid Holiday and who fails to do so Shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- 15.06 An employee who qualifies under Article 15.04, and who is required to work on any of the above-named holidays, will, at the option of the Employer, which shall take into account in its decision the request of the employees, to receive either:
- a) pay for all hours worked on such day at the rate of one and one-half (1½) times his regular straight time rate of pay in addition to his regular straight time rate of pay, or
  - b) pay at the rate of time and one-half (1½) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday.
- Such lieu day off shall be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head, who, on request by the employee shall provide written reasons.
- 15:07 If a Paid Holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.



15:08 If a Paid Holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement provided the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

### **ARTICLE 16 - VACATIONS**

- 16.01 Employees with six (6) months of service shall be entitled to an annual vacation of one and one quarter (1¼) days for each completed month of service and shall be paid six per cent (6%) of their earnings during the vacation year.
- 16.02 Employees with more than one (1) year of continuous service but less than five (5) years of continuous service as of their anniversary date shall be entitled to an annual vacation of three (3) weeks with pay at their regular straight time hourly rate.
- 16.03 Employees with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of their anniversary date shall be entitled to an annual vacation of four (4) weeks with pay at their regular straight time hourly rate.
- 16.04 Employees with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of their anniversary date shall be entitled to an annual vacation of five (5) weeks with pay at their regular straight time hourly rate.
- 16.05 Employees with more than twenty-five (25) years of continuous service as of their anniversary date shall be entitled to an annual vacation of six (6) weeks with pay at their regular straight time hourly rate.
- 16.06 (a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital the period of such hospitalization shall be considered sick leave, provided the employee provides documentation of the illness and hospitalization satisfactory to the Hospital. This practice will also apply where the employee's vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period and requires the employee to be an in-patient in a hospital.
- (b) The portion of an employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits. Such vacation entitlement will be rescheduled in accordance with Articles 16.07 and 16.10.

- 16.07 The anniversary date for determining an 'employee's vacation entitlement will be his anniversary date as may be adjusted under this Agreement.
- 16.08 In the event of the death of an employee, the employee's estate shall receive such vacation pay as may stand to the credit of the deceased employee.
- 16.09 Employees who leave the employ of the Hospital for any reason shall be paid the vacation allowance due to them at the time of their termination as provided herein.
- 16.10 Any rescheduling of vacation must be mutually agreed to between the employee and his Department Head.
- 16:11 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employee for vacation.
- 16:12 Vacation entitlement shall be taken by December 31st of the year in which the entitlement has been earned. Employees may draw from their vacation entitlement in advance of their anniversary date but will **be** paid for only the vacation credit which has been earned. Vacation taken but not earned will be paid to the employee on the pay next following his anniversary date. By mutual agreement between the Hospital and the employee, an employee may carry vacation entitlement into the following calendar year, to be taken by March 31st. If any employee fails to schedule vacation prior to December 31st or by written request has not scheduled vacation by March 31st, the employee's Immediate Supervisor may schedule any vacation entitlement owing.

#### **ARTICLE 17 - SICK LEAVE**

- 17.01 a) The Hospital will pay 75% of the billed premium toward 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 3 months or more of service shall be deemed to have 3 months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the payroll as of the effective date of the transfer shall be deemed to have one year of service.
- b) Effective the 1st day of the month following the transfer, all existing sick leave plans in the Hospital affecting the employees in the bargaining unit

shall be terminated and any provisions relating to such plans shall be null and void under this Collective Agreement except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

- c) Existing sick leave credits for each employee (from previous plan terminated in 1976) 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 lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages.

The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the 4th and subsequent period of absence in any calendar year.

- d) Employees who are unable to report for their regularly scheduled shift shall give the Hospital two (2) hours' notice for the evening and night shifts and one (1) hour's notice for the day shift. In any event, an employee shall notify the Hospital of inability to report for work as soon as possible.

If no supervisory personnel can be reached within the employee's department, the message must be left with the Hospital Switchboard Operator. This message must include the employee's name, position and reason for absence. Employees must also obtain the Switchboard Operator's name in case of any confusion in the delivery of the message.

- e) If an employee is absent due to illness for three (3) or more consecutive working days:
  - i) proof of illness shall be established in every case by a qualified medical practitioner unless such proof is waived by the Hospital's Occupational Health Services Department, and
  - ii) the employee shall report to the Occupational Health Services Department for clearance for return to work.

f) **Short term and Long Term Disability Plans**

- i) The Hospital will pay up to **100%** of **the** benefit for eligible employees under the Short Term Disability Plan **which** will apply during **the** first fifteen (15) weeks **of absence**.

- ii) The Hospital will pay 75% of the billed premium for eligible employees under the Long Term Disability Plan which will apply after the thirtieth (30th) week of absence.
- iii) Only continuous service will be considered for the purpose of determining employee eligibility or entitlement under the Short Term and Long Term Disability Plans.
- iv) The Short Term and Long Term Disability Plans are described in the Sarnia General Hospital and St. Joseph's Health Centre Benefits Information Plans.

17.02 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 he/she would receive from Workers' Compensation if his/her claim was approved, or the benefit to which he/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. Upon notification of a successful WCB claim, and receipt of monies by the Hospital, the employee's entitlement under the short term portion of HOODIP or equivalent plan, will be reinstated to the extent that it was utilized to cover the preapproval period of the WCB claim.

#### ARTICLE 18 - HEALTH AND WELFARE

- 18.01 The Hospital agrees to pay 100% of the Employer Health Tax in accordance with applicable legislation.
- 18.02 The Employer agrees to self insure eligible employees for Semi-Private stays at St. Joseph's Health Centre and Sarnia General Hospital.
- 18.03 The Employer agrees to contribute 75% of the billed premium toward coverage for eligible employees in the employ of the Hospital under the Blue Cross Extended Health Care Plan (or equivalent), providing for \$10.00 single and \$20.00 family deductible including for formulary 3 drugs (dispensing fee cap of \$10.00 and generic brand substitution).

In addition to the standard benefits, **coverage** will include hearing aides to a maximum of **\$400.00** every sixty (**60**) months, vision care to a maximum of **\$150.00** every **24** months, paramedical services to a maximum of **\$500.00** per year for all services, private duty nursing to a maximum of **\$25,000** per year and a deluxe travel package for those employees currently on benefits. Coverage **also** includes same sex **spouse/partner**.

- 18.04 The Employer agrees to pay 100% of the billed premium for coverage of eligible employees in the employ of the Hospital for coverage under the Hospital's of Ontario Group Life Insurance Plan (HOGLIP) (or equivalent).
- 18.05 The Employer shall contribute 75% of the billed premium for coverage of eligible employees in the employ of the Hospital for coverage under the dental plan (Blue Cross #9 or its equivalent, current ODA fee schedule, less one year), including a nine (**9**) month recall for adults and six (**6**) month recall for children less than eighteen (18) years of age, provided the balance of the monthly payments are paid by the employees through payroll deductions.
- 18.06 Employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.
- 18.07 The Employer may at any time substitute another carrier for any of the foregoing plans provided that the benefits conferred thereby are substantially the same. Before making such a substitution, the Employer shall notify the Union at least 60 days prior to implementing a change in carrier to explain the proposed change and to ascertain the views of the employees.
- 18.08 Upon the request of the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered by this Collective Agreement.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### 19.01 Bereavement Leave

- a) In the case of death in the "immediate family" covered by this Agreement, an employee upon notification to the Hospital (which shall be made to the employee's supervisor as promptly as possible) will be granted bereavement leave of up to three (3) consecutive working days, without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of death. It is understood that in no case will the Hospital be required to pay bereavement leave for more than three (3) working days. The term "immediate family" means husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law,

daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother grandchild, step parent and step child.

- b) An employee will be protected against the loss of regular pay for scheduled work on the day of the funeral of the grandmother or grandfather or the daughter-in-law or son-in-law of the employee's husband or wife.
- c) Where an employee does not qualify under the above noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital in its discretion may extend such leave with or without pay.

#### 19.02 Pregnancy Leave

- (a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Amendment Act (Pregnancy Leave), 1990, except where amended in this provision.
- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service immediately preceding the estimated date of delivery.
- (c) **Effective September 10, 1998**, an employee who commences a leave as set out above who is in receipt of unemployment insurance pregnancy benefits pursuant to Section 30 of The Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 84% of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payments 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 commencement of the leave times her normal weekly hours.
  - (i) The employee has no vested right to this payment except during a period of unemployment specified in the Plan.
  - (ii) Payments 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.

- (iii) Provisions for pregnancy benefits are contained within Section 18 of the UI Act.
- (iv) Payments under the Plan are to be financed by the Employer and the Employer must keep separate accounts of such payments.
- (d) The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave, together with her expected date of return. At such time, she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.
- (e) The employee has the right to extend the pregnancy leave by applying for parental leave consecutive with the termination of the pregnancy leave.
- (f) Notwithstanding paragraph (c) above, it is understood that during a pregnancy leave 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 this Collective Agreement or elsewhere (except benefits in Section 42 of the Employment Standards Act) shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insurance benefits until the end of thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall be accumulated during such leave.

- (g) When persons are hired to replace employees who are on approved pregnancy leave, the period of employment of such persons will not exceed the pregnancy leave. The release or discharge of such persons shall not be subject of a grievance or arbitration.

The clause does not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed her probationary period will be credited with the appropriate seniority.

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

- (h) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (d) and (e) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

The employee shall be reinstated to her former position, if available, or be given a comparable position at not less than her wages when she began her leave of absence.

- (i) Two weeks prior to the expected date of return from a pregnancy or parental leave, the employee shall provide the Occupational Health Services Department with her physician's clearance to return to work.

### 19.03 Parental Leave

- (a) Parental Leave will be granted in accordance with the Employment Standards Amendment Act, (Parental Leave), 1990, except where amended in this provision.
- (b) It is understood that during a parental leave exceeding thirty (30) continuous calendar days, credit for service for purpose of salary increment, sick leave, vacation, or any other benefits under any provisions of the Collective Agreement or elsewhere (except benefits in Section 42 of the Employment Standards Act) shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insurance benefits until the end of thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall be accumulated during such leave.

- (c) Effective September 10, 1998 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB Plan), an employee on leave as set out above who is in receipt of unemployment insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payments 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 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 commencement of the leave times her normal weekly hours.

- (d) When persons are hired to replace employees who are on approved parental leave, the period of employment of such persons will not exceed the parental leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause does not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed her probationary period will be credited with the appropriate seniority.

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

#### 19.04 Personal Leave

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application shall clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of forty-five (45) calendar days.

#### 19.05 Union Leave of Absence

- (A) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees, full time and part time, of forty (40) days provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:
- a) not more than two (2) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a department;

- b) no one such leave of absence shall extend beyond two (2) weeks:
  - c) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;
  - d) such request shall state the general nature of the function to be attended.
  - e) employees on Union leave of absence will be paid for such leave by the Hospital. The Hospital will then forward a statement of such wages to the Local 220 Union office for reimbursement of the stated amount. The Union shall reimburse the Hospital for such wages within a reasonable period of time.
- (B) 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 no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further 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.

#### 19.06 Education Leave

- a) Where employees are required by the Hospital to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with such courses.
- b) If required by the Hospital, 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.

#### 19.07 Effect of Leave of Absence

- In the event of an employee's absence without pay from the Employer exceeding thirty (30) continuous calendar days, the employee will not accumulate service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned should be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence, the employee will be responsible for full payment of subsidized employment benefits in which the employee is participating. The employee may

arrange with the Employer to prepay to the Employer the full premium of such subsidized employment benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above, where an employee is on paid sick leave or receiving Workers' Compensation benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of six (6) months.

Note: The pregnancy and parental leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

## **ARTICLE 20 - JURY/WITNESS DUTY**

20.01 if an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court 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 an employee's notification that he will be required to attend a 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 therefor.

## **ARTICLE 21 - JOB POSTING**

21.01 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) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

21.02 Notwithstanding the above, the Hospital may fill, at its own discretion, without posting, vacancies which may arise for periods not expected to exceed **four (4)** months. In filling such short-term vacancies, the Hospital shall consider those employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the criteria set out in Article 11.02.

21.03 Jobpostings shall stipulate the qualifications for the position, classification, hours of work, and shift requirements, rate of pay and department. A copy of the posting shall be sent to the Chief Steward.

- 21.04 The successful applicant will be selected in accordance with Article 11.02.
- 21.05 The name of the successful candidate will be posted on the Bulletin Board for a period of seven (7) calendar days.
- 21.06 The successful candidate shall be allowed a trial period of up to thirty (30) worked days. If the employee proves unsatisfactory during that time or if the employee finds the position unsatisfactory, the employee will be returned to his/her former position and rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. Newly hired probationary employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. In the event that a part time employee was transferred to full time employment as a result of this placement, such employee shall be returned to her former part time position.
- 21.07 Vacancies created by filling the posted position internally within a department shall be filled in accordance with Article 11.02. All other vacancies shall be posted for three (3) days.
- 21.08 The Hospital may temporarily fill any vacancy while observing the procedures set forth herein.
- 21.09 Successful applicants and newly-hired employees may not apply for job postings or any subsequent vacancies for a period of six (6) months, unless mutually agreed.

## **ARTICLE 22 - REPORTING PAY. CALLBACK PAY & STANDBY PAY**

### 22.01 Reporting Pay

An employee who reports for work at his scheduled starting time, not having been previously notified not to report to work, shall be given at least four (4) hours of work or if no work is available, will be paid at least four (4) hours' pay.

This obligation shall not apply where no work is available because of any condition beyond the control of the Hospital. In addition, this obligation shall not apply to the Hospital when such employee fails to report for work as scheduled on the shift immediately prior to the shift for which she claims reporting pay and has failed to notify the Hospital at least twelve (12) hours before the commencement of the shift for which she is claiming reporting pay of her intent to report for work on the shift for which she claims reporting pay.

### 22.02 Callback Pay

- a) An employee called back to work after leaving the premises who reports to work outside his normal scheduled hours of work, will receive, no

matter what period of time is actually worked, no less than the equivalent of three (3) hours' pay at time and one-half (1½) his regular straight time hourly rate. This paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

- b) In lieu of callback pay, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the callback or such longer period as may be agreed upon between the employee and his Department Head. Where no agreement is reached, the employee shall be paid in accordance with Article 22.02(a).
- c) Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

### 22.03 Standby Pay

- a) An employee required to be on standby beyond his regular working hours shall be paid two dollars and ten cents (\$2.10) per hour. When an employee is called into work, standby pay shall cease.
- b) In order to qualify for payment, the employee must keep his supervisor advised of his whereabouts. If the Hospital is unable to contact the employee on standby, the allowance will not be paid.

## ARTICLE 23 - UNION BULLETIN BOARDS

23.01 The Hospital will provide three (3) bulletin boards in mutually suitable locations for the convenience of the Union in posting notices of Union meetings and such other notices as may be of interest to the employee/Union membership. All such notices shall be jointly approved by a member of the Union Committee and the Hospital Executive Director or their designates.

## ARTICLE 24 - UNIFORMS

- 24.01 (a) Hospital will pay an annual allowance of \$80.00 per year for uniforms to all employees in the bargaining unit who are required by the Hospital to wear uniforms while on duty which the Hospital does not supply. Such allowance will be paid monthly.
- (b) Effective September 10, 1998, the Employer will provide a safety footwear allowance to a maximum of \$75.00 per pair. Replacement will be as required, but shall not be more frequent than one per year, except for reasons acceptable to the Hospital. Such footwear must be Health Centre and C.S.A. approved and no receipts will be required.

## **ARTICLE 25 - JOB SECURITY**

### **25.01 Technological Change**

The Hospital agrees to notify the Union, in advance, so far as is practicable, of its intention to introduce any significant technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon present employees. Employees with one 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 possible time in keeping with the notification to the Union as set forth above and within the requirements of the applicable law.

### **25.02 Contracting Out**

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 temporary, casual or part time employees follows. The contracting out to an employer who is organized and who will employ the employees of the Bargaining Unit who would be laid off, is not a breach of this provision.

## **ARTICLE 26 - TRANSFERS**

**26.01** On transfer, an employee who **was** being paid either the intermediate rate or the maximum rate in **his/her** former classification, will be paid one step below the intermediate or maximum rate, whichever is applicable. This rate will apply for one month, after which **he/she** will be paid a rate applicable to **his/her** new classification and **his/her** length of service.

## **ARTICLE 27 - NEW CLASSIFICATION**

**27.01** 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. If the Local Union challenges the rate, it shall have the right to require 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 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, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

## **ARTICLE 28 - ACCIDENT PREVENTION - HEALTH AND SAFETY**

- 28.01 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.
- 28.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- 28.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- 28.04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 28.05 Meetings shall be held every second (2nd) 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.
- 28.06 Any representative appointed or selected in accordance with 28.02 hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regular scheduled working hours shall not lose regular earnings as a result of such attendance.
- 28.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 28.08 Employees who attend meetings of the Committee at the time when they are off duty shall be paid their regular straight time hourly rate for all time actually spent in the meeting.
- 28.09 The Employer will make every effort to ensure that individual exposure to VDT's is within acceptable safety standards and in accordance with the job requirements. It will be the responsibility of the Joint Occupational Health and Safety Committee to audit and to recommend that reasonable methods are in place.

**ARTICLE 29 - RETROACTIVITY**

29.01 The wage increases shall be effective as and from the dates listed in Appendix "A" Wages, on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing with a copy to the Union, at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employee who has terminated his/her employment prior to the signing of this Agreement shall have a period of sixty (60) days only from the date of the execution of the Collective Agreement in which to claim from the Employer any retroactive adjustments. The retroactive payments shall be made by separate cheque to the employees so entitled within sixty (60) days from the signing of the Collective Agreement.

**ARTICLE 30 - WAGES**

30.01 The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as set forth in Schedule "A" attached hereto.

**ARTICLE 31 - DURATION**

31.01 This Agreement shall become effective on the **17th day of November, 1995** and shall continue in full force and effect through and to the **31st day of March, 1998** and from year to year thereafter, unless either Party notifies the other Party in writing of its desire to amend or terminate this Agreement.

DATED AT \_\_\_\_\_, ONTARIO this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

**FOR THE HOSPITAL**

**FOR THE UNION**

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SCHEDULE "A"FULL TIME SERVICE***EFFECTIVE OCTOBER 1, 1996***

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
RPN'S Licensed Trades Head Cook	16.94	17.90	18.86	
Physio Assistant Pharmacy Techs Unlicensed Trades OR Assistant Cook Certified/Short Order/Baker Hospice Assistant	15.60	16.40	17.21	
Lead Hand - Linen	15.10	15.62	16.15	
Aides - Occupational Therapy - Physiotherapy - Operating Room - SPD - Recreation Therapy Unit Helper Stockkeeper/*Stores/*Dietary	14.92	15.39	15.87	
Specimen Proc. Tech	14.84	15.37	15.88	
ICC Aide	14.73	15.19	15.66	
OT Work Assistant Maintenance Helper Groundskeeper	14.71	14.95	15.49	15.88
Lab Aide Orderlies Porter/Mail & Patient	14.71	15.10	15.49	15.88

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Aides - Cafeteria - Cash - Diet Clerk - Dishroom - Trayline - Cafeteria - Cold Food Prod. - Nourishment Housekeeper I	14.17	14.65	15.12	
Linen Porter Cook's Helper Pot Washer Housekeeper II	14.13	14.63	15.12	

\* **Lead Hand positions in the following departments, SPD, Dietary, Stores, Housekeeping, will receive 10% in addition to their regular rate of pay.**

LETTER OF UNDERSTANDING

Between:

**ST. JOSEPH'S HEALTH SERVICES ASSOCIATION  
OF SARNIA, INCORPORATED, AS OWNER AND OPERATOR OF  
ST. JOSEPH'S HEALTH CENTRE OF SARNIA**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,  
LOCAL 220**

The parties agree that those employees wishing to work extended tours will be governed by the following:

- |                        |   |  |
|------------------------|---|--|
| Hours of Work          | - | 12   |
|                        | - | No <b>split</b> shifts   |
|                        | - | There will not be less than a period of 11.25 consecutive hours off between shifts worked by an employee and not less than seventy-two (72) hours scheduled off when changing from night tours to day tours. |
|                        | - | No more than three (3) consecutive extended tours shall be scheduled unless by mutual agreement.   |
|                        | - | A minimum of forty-eight (48) hours off shall be scheduled at a time.  |
|                        | - | Working re levelling over six (6) week period.   |
| Hours Paid             | - | 11.25  |
| Overtime               | - | Paid at 1½ times regular rate after 11.25 hours per shift  |
| Lunch and Rest Periods | - | 45 minutes paid  |
|                        | - | 45 minutes unpaid  |

First Shift of the Day	-	Nights
Shift Premium	-	As per the Collective Agreement
Statutory Holidays	-	<u>Full Time Statutory Worked</u> 11.25 hours at 1½ x regular rate plus 7.5 hours lieu day at regular rate  <u>Full Time Statutory Not Worked</u> 7.5 hours at regular rate
Sick Time		Pro-rated on an hourly basis - 562.5 hours
Vacation		Pro-rated on an hourly basis - 3 weeks vacation = 10 extended tours  4 weeks vacation = 150 hours = 13.25 extended tours

The Parties agree that each employee has the right to vote her approval or disapproval of extended tour scheduling.

### **SCHEDULING - EXTENDED TOURS**

Extended tours shall be introduced into any unit, on a trial basis for a period of not less than six (6) months (or such longer period of time as the Hospital and the Union may mutually agree upon) when:

- i) sixty percent (60%) of the employees (including both full-time and part-time) assigned to the unit so indicate by secret ballot, and
- ii) the Hospital agrees to implement the compressed work week after securing any required governmental approval. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

Extended tours shall be continued in any unit beyond the trial period when:

- i) sixty percent (60%) of the employees (including both full time and part time) assigned to the unit so indicate by secret ballot, such ballot to be held in the third last week of the trial period, and
- ii) the Hospital agrees to continue the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

A compressed work week may be discontinued in any unit when:

- i) sixty percent (60%) of the employees (both full time and part time) assigned to the unit 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,

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

A secret ballot shall be held where ten percent (10%) of the employees (both full time and part time) assigned to the unit indicate to the Hospital in writing, either individually or as a group, their desire for such a ballot, but no more frequently than once every six (6) calendar months.

When notice of discontinuance is given by either party in accordance with paragraph (c) above, then:

- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given at least sixty (60) days' notice before the schedules are so amended.

The process by which any secret ballot shall be conducted will be mutually agreed between the Hospital and the Union.

DATED AT \_\_\_\_\_, ONTARIO this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

**FOR THE HOSPITAL**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

**Between:**

**ST. JOSEPH'S HEALTH SERVICES ASSOCIATION  
OF SARNIA, INCORPORATED, AS OWNER AND OPERATOR OF  
ST. JOSEPH'S HEALTH CENTRE OF SARNIA**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,  
LOCAL 220**

 Re: Job Share Agreement

In order to be a "Job Sharer," the Hospital must first canvass the full-time staff members to see how many are interested and to indicate their desire in writing.

The Manager must then post for part-time staff to share the job, which will be in accordance with Article 21 of the Collective Agreement.

The Manager will meet with the two partners to review the job sharing agreement. They must agree and sign the agreement before the job sharing proceeds on the following basis:

1. Job Sharing, for the purposes of this agreement, shall be defined as the sharing of the hours and the responsibilities of a seven (7) day work week by two (2) existing employees; one (1) full-time employee and one (1) part-time employee.
2. Once a full-time employee has indicated his/her desire to Job Share, the part-time component of that arrangement shall be determined by seniority subsequent to a posting inviting applications from all part-time employees.
3. Job Sharers shall be considered part-time employees and shall be subject to the provisions and enjoy the protection and entitlements of the appropriate Collective Agreement, unless otherwise amended by this agreement.
4. The number of Job Sharing agreements in a department is subject to the discretion of the Manager. Such agreements shall not be withheld in an unreasonable or arbitrary manner.

5. Both employees will prepare and agree upon a time schedule with an equitable distribution of hours. They will submit their schedule to the Manager for approval and posting.
6. Each Job Sharer shall have the option to be responsible for normal coverage of his/her partner's vacation, sick time, **LOA**, etc. up to full-time hours. In an event the coverage cannot be met by the partner, the coverage will be met by the part-time pool.
7. The Job Sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. If an agreement cannot be reached, the division of paid holidays shall be equalized.
8.
  - (a) In the event the former full-time employee leaves the partnership, the position shall be posted as a full-time position and the part-time employee reverts to the part-time pool in that department.
  - (b) In the event the part-time employee leaves the partnership, the former full-time partner has the option of reverting to full-time or remaining as a job Sharer. If he\she chooses the job sharing, the part-time component of the job share position shall be posted for application from part-time employees.
9. It is understood and agreed that a full-time employee who enters into a job sharing arrangement may opt out of such arrangement and revert to his/her full-time position with written notice of eight (8) weeks. Such Job Sharer's partner shall, consequently, revert to a part-time position in that department.
10. The agreement to job share will remain between both employees so long as they are compatible, and the needs of the department are met. If either of these two criteria are not met, there will be consultation between the job Sharers, Manager and Union to attempt to resolve the problem or dissolve the partnership.
11. Any issues arising out of this agreement shall be dealt with at a Management/Union Committee meeting. This agreement is not subject to contract negotiations in the regular round of collective bargaining.
12. In the event of layoff or job posting, it is agreed that Job Sharers from the full-time employee group will be listed on the full-time seniority list, and likewise the part-time group in the part-time seniority list.