

SOURCE	HOSP.	
Wages	98	04/01
TERM.	00	03/31
No. OF EMPLOYEES	420	
NOMBRE D'EMPLOYES	AA	



**AGREEMENT**

**BETWEEN:**

**ST. JOSEPH'S HEALTH CENTRE  
 (ST. JOSEPH'S HOSPITAL)**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
 LOCAL 220**

**PULL TIME & PART TIME SERVICE BARGAINING UNITS**

**EXPIRY DATE: MARCH 31, 2000**

**RECEIVED**  
 MAY 20 1999

12221(01)



## **FOR YOUR INFORMATION**

The International Union has a scholarship programme which offers one four-year scholarship of \$750.00 annually. For details of this programme contact the Union Office.

Local 220 also has a scholarship programme, which provides two 3 year scholarships of \$500.00 annually. Information on this scholarship can be obtained at the Local 220 Union Office.

**Please keep the Union Office advised of any change of address.** It is each member's responsibility to ensure their Union dues payments are up to date.

## **UNION OFFICES**

### **LONDON**

41 Adelaide Street North, Unit 29, London, Ontario N6B 3P4  
Phone: 432-2661

### **KITCHENER-WATERLOO**

226 King Street South, Waterloo, Ontario N2J 1R3  
Phone: 745-4031

### **SARNIA**

900 Devine Street, Sarnia, Ontario N7T 1X5  
Phone: 344-2123

### **DURHAM**

190 Elizabeth St., Durham, Ontario  
Phone: 369-9991

## **LONDON OFFICE**

Cathy Carroll, Union Representative (ext. 223)  
Ann Forrest, Director of Organizing (ext. 238)  
Dennis Hillier, Director (ext. 231)  
Roy Jacques, Union Representative (ext. 225)  
Mike Morin, Union Representative (ext. 230)  
Mark Priest, Union Representative (ext. 222)  
Colleen Redmond, Union Representative  
Elizabeth Traicus, Counsel (ext. 226)

Leslie Edwards (ext. 228)  
Stana Edwards (ext. 0)  
Janice Morphy (ext. 235)  
Irene Scully (ext. 232)  
Renata Tichy (ext. 233)

## **K-W OFFICE**

Diane Kilby, Union Representative (ext. 3)  
Brenda Rehkopf, Union Representative (ext. 1)

Monica Summers (ext. 6)

**THE SIX IMPORTANT  
W's  
IN EVERY GRIEVANCE**

<b>WHO</b>	is involved in the grievance?
<b>WHEN</b>	did the grievance occur?
<b>WHERE</b>	did the grievance occur?
<b>WHY</b>	is this a grievance?
<b>WHAT</b>	'happenedthat caused the violation?
<b>WANT</b>	what adjustments are necessary to completely correct the grievance?

## **GRIEVANCE PROCEDURE**

One of the most important functions of the Agreement is to guarantee that every member's grievance will be properly serviced, and our first point of emphasis to you is that you should study the grievance procedure contained in the Agreement and familiarize yourself with the following items:

- (a) Carefully analyze time limits within which action is to be taken.
- (b) Be sure that your grievance goes from Step No. 1 to Step No. 2 and so on within the proper time limits.
- (c) Study the management function's clause in order that you will know what management's rights are.
- (d) Obtain all the necessary information concerning the facts pertaining to the grievance so that you will have them to use when dealing with management.
- (e) When filling in the grievance, be sure to state what settlement you want on the grievance.
- (f) Do you need assistance in handling? If so, get it.
- (g) Should you need assistance phone your Union Representative.



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## PREAMBLE

This combined agreement contains provisions applicable to full time bargaining unit members and provisions applicable to part time bargaining unit members. Some provisions, as designated, pertain to part time members only and some apply to full time members only. The combination of the agreement shall not have the effect of changing the composition of any existing bargaining units nor shall it have the effect of conferring representation rights where such rights do not presently exist.

## FULL TIME BARGAINING UNIT

WHEREAS the Union, by Certificate dated the 4th day of February, 1980 issued by the Ontario Labour Relations Board, is the certified bargaining agent of all employees of the Hospital for which the Hospital recognizes the Union as the exclusive bargaining agent in accordance with Article 2:01 of this Agreement and the said certificate.

## PART TIME BARGAINING UNIT

WHEREAS the Union, by Certificate dated the 1st day of October, 1990 issued by the Ontario Labour Relations Board, is the certified bargaining agent of all employees of the Hospital for which the Hospital recognizes the Union as the exclusive bargaining agent in accordance with Article 2:01 of this Agreement and the said Certificate.

## ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

## ARTICLE 2 - RECOGNITION

### 2:01 (a) Full Time Only

The Hospital recognizes the Union as the exclusive bargaining agent for all lay employees of the Sisters of St. Joseph of the Diocese of London in Ontario, as owner and operator of St. Joseph's Hospital, London, Ontario at London, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, social workers, social work assistants, persons engaged in research work, technical personnel (including in this exception, graduate and undergraduate: audiologists, physio-occupational, psychiatric and speech therapists, psychologists, psychometrists, computer programmers, biomedical repair technicians, certified and non-certified dental assistants, photography technicians and artists-medical illustrators, registered, non-registered and student laboratory technicians, x-ray technicians, respiratory technicians, Electrocardiogram technicians, Electroencephalogram technicians, pulmonary



technicians, nuclear medicine technicians, ophthalmic technicians and laboratory assistants) supervisors, persons above the rank of supervisor, foremen, persons above the rank of foreman, chief engineer, office and clerical staff (including in this exception: ward clerks, admitting clerks, receptionists, safety and security officers, information clerks, mail clerks, cashiers, librarians and switchboard operators), security guards, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.

(b) Part Time Only

The Hospital recognizes the Union as the exclusive bargaining agent for all employees of The Sisters of St. Joseph of the Diocese of London in Ontario, as owner and operator of St. Joseph's Hospital, London, Ontario at London, regularly employed for not more than twenty-four hours per week and students employed during the school vacation period, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, social workers, social work assistants, persons engaged in research work, technical personnel (including in this exception, graduate and undergraduate audiologists, physio-occupational, psychiatric and speech therapists, psychologists, psychometrists, computer programmers, biomedical repair technicians, certified and non-certified dental assistants, photography technicians and artists - medical illustrators, registered, non-registered and student: laboratory technicians, x-ray technicians, respiratory technicians, electrocardiogram technicians, electroencephalogram technicians, pulmonary technicians, nuclear medicine technicians, ophthalmic technicians, and laboratory assistants), supervisors, persons above the rank of supervisor, foremen, persons above the rank of foreman, chief engineer, office and clerical staff (including in this exception: ward clerks, admitting clerks, receptionists, safety and security officers, information clerks, mail clerks, cashiers, librarians and switchboard operators), security guards.

- 2:02 The Employer agrees that for the duration of the Agreement 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 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.
- 2:04 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine, and vice-versa, where the context requires.
- 2:05 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 cases of

emergency, safety, experimental work, or instances mutually agreed upon by the parties.

**ARTICLE 3 - NO DISCRIMINATION**

- 3:01 The parties agree that there shall be no discrimination against any employee because of membership or non-membership or activity in the Union or in the exercise of his lawful rights.
- 3:02 It is agreed there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation, record of offense or any other factor which is not pertinent to the employment relationship.

**ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

**ARTICLE 5 - MANAGEMENT RIGHTS**

- 5:01 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 an employee that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter 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.

It is agreed that prior to implementing new rules and regulations, the Employer will meet with the Union Committee and inform them of such rules and regulations.

- 5:02 The Hospital agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

#### **ARTICLE 6 - UNION REPRESENTATION**

- 6:01 The Union may appoint or elect from amongst employees separate Union Committees for full time and part time employees. The full time committee will consist of not more than five (5) employees and the part time committee will consist of not more than three(3) employees. The Employer will recognize and deal with the Union Committee on grievances and on any other matter properly arising out of the Agreement including negotiations for, or renewal of, the Agreement.
- 6:02 It is agreed that a Union Representative may be present with the Committee at any meeting with the Hospital, at the request of either the Union or the Hospital. With the permission of the Executive Director or his designate, such representative shall have access to the Hospital's premises. Such permission shall not be unreasonably withheld.
- 6:03 The Union Committee and the Hospital shall meet each month at times mutually agreed on, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party, delivered five (5) days in advance of the scheduled meeting, containing an agenda of the subjects to be discussed.
- 6:04 The Hospital acknowledges the request of the Union to appoint or otherwise select stewards on the basis of at least one (1) steward per site and not more than one (1) steward for each twenty-five (25) employees in the bargaining unit.
- 6:05 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.
- 6:06 The Union Committee members or Stewards will first obtain the supervisor's permission before undertaking Union business. When such Union business has been completed, the employee will advise the supervisor. Such permission shall not be unreasonably withheld.

6:07 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.

6:08 The Union agrees to supply the Hospital with the names of the Union Committee members and Stewards and will keep such lists up to date.

6:09 Staff Planning

With respect to the development of any operating or re-structuring plan which may affect the bargaining unit (job security), the Union will be afforded equal representation with any other bargaining unit or non-union employee group involved in the planning process from the early phases through to the final phases of the process.

It shall be the function of the Labour Management Committee to consider possible ways and means of avoiding or minimizing potential adverse effects (of a layoff) upon employees in the bargaining unit, including:

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

To allow the Labour Management Committee to carry out its mandated role under this Article, the Employer will provide the Committee, if requested, with pertinent and reasonable financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

6:10 (a) The Employer agrees to allow a Union Committee person to be present at all discipline interviews with employees. The Employer agrees to provide the Union Committee person with notice of the general nature of the meeting prior to commencement of the meeting. In the case of suspension or discharge,

the Health Centre shall notify the employee of the right to union representation in advance.

- (b) The Employer agrees to provide a confidential area for the union representative to meet with the employee for at least fifteen (15) minutes prior to the discipline interview.

6:11 The Employer agrees to provide the Chairperson of the Union Committee copies of all job postings.

### **ARTICLE 7 - UNION SECURITY**

7:01 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.

7:02 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.

7:03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.

7:04 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.

7:05 T-4 slips issued annually to employees shall show deductions made for union dues.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8:01 For purposes of this Agreement, a grievance is defined as a difference between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

8:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate Supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the Supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of the Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the Supervisor to attempt to adjust his complaint.

8:03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

### Step No. 1

The employee, with the assistance of a Union Steward if desired, must submit a written grievance signed and dated by the employee, to his Supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Supervisor will deliver his decision in writing within ten (10) calendar days after receipt of the grievance may be taken.

### Step No. 2

Within ten (10) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Team Leader-Manager or his designate, who will deliver a decision in writing within ten (10) calendar days of his receipt of the written grievance at a time and place suitable both parties. Failing settlement, the next step of the grievance procedure may be taken.

### Step No. 3

Within ten (10) calendar days following the decision under Step No. 2, the grievance must be submitted to the Chief Executive Officer or his designate to be discussed at a

meeting between the Chief Executive Officer or his designate, the said Steward, the grievor(s) and the Union Committee within ten (10) calendar days of receipt of the grievance. Either party may have assistance from outside the Employer at this stage if desired. The Chief Executive Officer (or his designate) shall give his written disposition within ten (10) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within forty (40) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such forty (40) calendar day period, the grievance shall be deemed to have been abandoned.

8:04 Policy Grievance

A grievance directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step 3 within ten (10) working days it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed, 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 resulting from the complaint.

8:05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) working days of the employee being notified of his discharge. An employee may only be discharged for just cause, except that an employee who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of his suitability for employment with the Hospital, but which action may be taken up as a grievance.

8:06 Group Grievance

Where two 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 ten (10) working 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.

8:07 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

8:08 For the purpose of this Agreement, the Hospital shall keep the Union advised in writing of the names of its immediate Supervisors, Executive Director or his designate, Director of Personnel or his designate.

- 8:09 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee Person present when the disciplinary action is taken, provided that a Steward or a Committee Person is readily available to attend. It is the Hospital's responsibility to inform the employee of his right to request such representation.
- 8:10 Any disciplinary action is to be removed from the employee's records after eighteen (18) months from the reprimand, provided that during the eighteen (18) months period there has not been any other discipline given to the employee.
- 8:11 In an effort to keep the arbitration procedure free from issues that may eventually become academic only, the Union and/or the Employer may suggest and possibly agree to hold in abeyance any unresolved grievance where discipline was imposed with no financial impact on the employee. In such cases, these grievances shall be kept in abeyance until either party wishes to rely on the presence or absence of such discipline in relation to another relevant issue or at the latest 18 months from the reprimand. At the expiration of the 18 months, the grievance shall be deemed to be settled.

#### **ARTICLE 9 - ARBITRATION**

- 9:01 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 44(6) of The Labour Relations Act.

Any and all time limits referred to under the grievance and arbitration procedures herein may, at any time, be extended by written agreement between the Employer and the Union.

- 9:02 (a) If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such requests 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 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.



- (b) The time prior to referral to arbitration may be utilized by the Union and/or the Health Centre to suggest and possibly agree to a dispute resolution mechanism other than a three person Board of Arbitration, including the possibility of utilizing a sole arbitrator in cases where the parties agree that nominees are not necessary.
- 9:03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9:04 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9:05 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.
- 9:06 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.
- 9:07 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.

#### **ARTICLE 10 - SENIORITY**

- 10:01 (a) Probationary Period  
An employee will be considered on probation until after he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Hospital. An employee who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of his suitability for employment with the Hospital, but which action may be taken up as a grievance.

The Health Centre may request an extension of the probationary period for the purpose of training and orientation. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days of work or 225 hours. The Health Centre will advise the employee and the Union of the basis of such extension. Any other extension for reasons not covered above may be granted with agreement between the Employer and the Union.

(b) Part Time Only

Seniority credited as provided above will thereafter accumulate on the basis of hours worked within the Bargaining Unit.

10:02 In cases of promotion, demotion, and transfer (other than appointments to positions outside the scope of the bargaining unit) seniority shall prevail, provided the senior employee possess the necessary qualifications and ability to perform the work available,

10:03 Hospital seniority lists of employees shall be prepared according to the records of the Hospital as of January 1st and July 1st in each year, and will be posted on the official Union bulletin boards on or before February 1st and August 1st respectively.

10:04 The Hospital will supply copies of the Seniority List, along with an updated list of all Supervisors, to the Union Committee and the Local Union Office.

10:05 It is the employee's responsibility to ensure that his 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.

10:06 Loss of Seniority and Employment Rights

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

- (a) resigns;
- (b) has been laid off for more than twenty-four (24) months;
- (c) 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;
- (d) 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;
- (e) fails upon being notified of a recall to signify their intention to return within three (3) calendar days after they have 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 seven (7) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;

- (f) fails to provide the Employer at any time requested proof of registration or license with the relevant professional association.

10:07 (a) Seniority in the Bargaining Units/Probationary Period

A part time bargaining unit employee who has completed the probationary period and who subsequently transfers to the same position in the full time bargaining unit shall not be required to serve a further probationary period.

Should an employee transferring in accordance with this Article be unable to fulfil the duties of the position in question, he may be transferred back to his substantive position within the first sixty (60) days of his new employment.

This provision shall also apply to the transfer of any full time bargaining unit employee to the same position in the part time bargaining unit.

(b) (i) Transference of Seniority/Service Credits

An employee's seniority and service shall be retained in the event an employee transfers from full time to part time and shall receive credit for full seniority and service on the basis of 1650 hours worked for each year of full time seniority or service.

Any time worked in excess of the equivalent shall be prorated at the time of transfer.

- (ii) An employee whose status has changed from part time to full time shall receive credit for full seniority and service. The full time seniority will be based on the employee's start date with the Employer.

## ARTICLE 11 - JOB POSTINGS

11:01 In order to ensure that employees are given the opportunity of applying for transfers or promotions, the Employer agrees to post all job category vacancies covered by this Agreement on Bulletin Boards for a period of seven (7) calendar days. The successful applicant will be **selected** in accordance with Article 10:02.

11:02 The Employer may temporarily fill any vacancy while observing the procedures herein set forth.

11:03 An employee who is successful in his/her application for a posted vacancy within his/her current classification shall remain in the position for a minimum of eight (8) months from the date of transfer to the new position. The Employer and the Union can, by mutual agreement, waive this article.

11:04 Copies of all job postings shall be forwarded to the Union office once a month.

11:05 Within five (5) calendar days of the date of the appointment to a vacant position, the name of the successful applicant shall be posted on the Union Bulletin Boards.

11:06 Part Time Only

Where vacancies are posted for positions within the Full Time Bargaining Unit and no applicants within the Full Time Bargaining Unit are considered to be suitable to fill such vacancies, consideration will be given to applications from employees in this Bargaining Unit to fill such vacancies prior to the consideration of persons not employed by the Hospital.

Where the Hospital fills such vacancies from among applicants, in the Part Time Bargaining Unit, such appointment will be in accordance with Article 10:02.

11:07 Part Time OnlyFilling of Temporary Full Time Vacancies

- (a) Where a full time bargaining unit employee is absent from work for an extended period of time for any reason, including pregnancy/parental leave and workers' compensation, or where bargaining unit work becomes available on a special non-recurring project basis for a period of time not to exceed eight (8) months and the Hospital wishes to have a part time bargaining unit employee or a series of part time bargaining unit employees work full time hours on a relief basis to cover for the absence, or to cover the project, the Director of Personnel or his designate and the Union Chairperson or his designate will meet to discuss the Hospital's proposal and seek the Union's input. The Union agrees that it will not unreasonably withhold its consent to the proposal. Where both parties agree to the proposal, it will be implemented, and the part time bargaining unit employee or employees who are scheduled to work the full time hours during the absence or employees who are scheduled to work the full time hours during the course of the project will continue to be covered under the terms of the part time bargaining unit Collective Agreement. The Employer will notify the Union in writing where such temporary vacancy is extended for the same reason that originally created the vacancy and, the part time bargaining unit employee or employees who were filling the vacancy will be offered an extension of the temporary full time vacancy for a period not to exceed four (4) months.
- (b) The selection of the part time bargaining unit employee or series of employees as the case may be, who are to work the full time hours on a relief basis as agreed to in Article 11:07 (a) above or on the project will be made by the Hospital after consultation with the Union Committee Chairperson.
- (c) In the event no qualified part time bargaining unit employee is interested in working full time hours on a relief basis to cover for a particular absence of a full time employee, or on the project, the Hospital may hire from outside the Hospital and any person hired from outside shall be deemed to come under the part time bargaining unit Collective Agreement irrespective of his or her hours of work.

- (d) The period of employment of any person hired from outside the Hospital will not exceed the absent full time employee's time away from work. Any person hired from outside the Hospital shall have no right to bid on any posted jobs under the full time Collective Agreement during the period that he or she is Filling in for the absent full time employee, or on the project. Furthermore, during that same period, the persons hired from outside may be discharged or released by the Hospital and, notwithstanding any other provision of the Full time or part time Collective Agreements, such discharge or release shall not be the subject of a grievance or arbitration.
- (e) The Hospital will outline in writing to the individual or individuals who will be working full time hours on a relief basis or on the project the expected duration of such employment as well as the classification concerned and rate of pay and the Union Committee Chairperson will also be given a copy of the letter.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### 12:01 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 must 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 sixty (60) calendar days.

### 12:02 Bereavement Leave

#### (a) Full Time Only

In the case of death in the "immediate family" covered by this Agreement, such employee will be protected against a loss of regular pay for scheduled work up to three (3) consecutive scheduled shifts within seven (7) calendar days of the day of death. The term "immediate family" means parent, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, and grandchild, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

"Spouse" for the purposes of the Bereavement leave will include a partner of the same sex.

#### (b) Part Time Only

In the case of death in the "immediate family" covered by this agreement, the employee shall be given a bereavement leave of three (3) days with pay to be

taken within fifteen (15) calendar days of the day of death. All unscheduled days paid as bereavement leave shall be considered exchanged for an equal number of upcoming consecutive scheduled shift(s). The term "immediate family" means parent, step-parent, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, and grandchild, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

"Spouse" for the purposes of the Bereavement leave will include a partner of the same sex.

### 12:03 Pregnancy Leave

- (a) A leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended, except as amended by this Agreement.
- (b) The service requirement for eligibility for a leave shall be thirteen (13) weeks of continuous service before the expected birth date.
- (c) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefits (SUB) Plan, an employee who commences a leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, 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 Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week employment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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 (57(13)(i) of the EI Regulations).

- (d) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, unless impossible due to medical complications caused by her expected date of return. At such time she shall also furnish the Hospital with a certificate from a legally qualified medical practitioner stating the estimated date of birth.

If pregnancy related complications force the employee to stop work before she has arranged her leave, the employee shall have two (2) weeks from that date to give the Hospital written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

- (e) The employee may take up to seventeen (17) weeks leave. If the employee wishes, she may extend her leave beyond seventeen (17) weeks under the parental leave provisions of this Agreement for up to eighteen (18) additional weeks. The total leave shall not be greater than thirty-five (35) weeks.
- (f) Credit for service for the purpose of salary increment, vacation and sick leave shall continue and seniority shall accumulate during the entire length of leave.

The Hospital shall continue to pay the Hospital's share of benefits (i.e. pension, health and welfare) during the employee's leave, unless the employee gives the Hospital written notice that they do not intend to pay for their contributions while on leave.

- (g) The employee shall give at least two (2) weeks written notice of her intention to return to work or her intention to extend her leave beyond the dates outlined in (d).

The employee shall give the Hospital four (4) weeks written notice from the earlier date, if she wishes to return to work at an earlier date than outlined in (d).

The employee shall give the Hospital four (4) weeks written notice before the date outlined in (d) if she wishes to return to work at a later date.

The employee shall be reinstated to the same position, shift and the same Department, if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced **or**, if it is higher, at the rate the employee would be earning if she had worked through the leave.

#### 12:04 Parental Leave

- (a) A leave will be granted in accordance with the Employment Standards Act as amended, except where amended in this Agreement.

A "parent" includes the natural mother or father **of** the child, a person with whom a child is placed for adoption and a person who *is* in a relationship with the parent of the child and who intends to treat the child as his or her own.

- (b) The service requirement for parental leave shall be thirteen (13) weeks before the birth of the child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time.
- (c) Effective on confirmation by the Employment Insurance Commission on the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who commences a leave as set out above who is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. For fathers and adoptive parents, such payments shall commence following completion of the two (2) week Employment waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The two (2) week notice requirement for employees requesting parental leave will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

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 (57(13)(i) of the EI Regulations).

- (d) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, together with the expected date of return.
- (e) Either parent **or** both parents may each take a maximum of eighteen (18) weeks unpaid parental leave.
- (f) For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within the thirty-five (35) weeks after the birth or after the child first comes into the custody, care and control of a parent.

- (g) Credit for seniority for purposes of salary increment, vacation and sick leave shall continue and seniority will accumulate during the entire length of the leave.



The Hospital will continue to pay the Hospital's share of benefits (i.e. pension, health and welfare) during the employee's leave, unless the employee gives the Hospital written notice that they do not intend to pay for their own contributions while on the leave.

- (h) The employee shall give at least two (2) weeks written notice of their intention to return to work.

The employee shall give the Hospital four (4) weeks written notice from the earlier date, if the employee wishes to return to work at an earlier date than outlined in (d).

The employee shall give the Hospital four (4) weeks written notice before the date outlined in (d) if the employee wishes to return to work at a later date.

The employee shall be reinstated to the same position, shift and the same Department, if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

12:05 Union Leave of Absence

Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of sixty (60) 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) no one such leave of absence shall extend beyond ~~two~~ (2) weeks;
- (b) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;
- (c) such request **shall** state the general nature of the function to be attended.
- (d) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Health Centre and the Union agrees to reimburse the Health Centre the current hourly wage rate for all hours paid during such leave. The Health Centre will bill the Union within a reasonable period of time.

- 12:06 (a) An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for the employee's term of office.

- (b) During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefits. The employee agrees to notify the Hospital of the employee's intention to return to work within four (4) weeks following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Hospital as required, or be transferred to the employee's previous position if the substitution was a transfer.
- (c) Employees on leave of absence under this Article shall continue to accumulate all rights and privileges under this Agreement.
- (d) This obligation is limited to one employee of the Health Centre (in any bargaining unit) at any one time.

#### 12:07 Education Leave

- (a) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (b) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (c) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will provide programmes related to the requirements of the Hospital. Available programmes will be publicized.

#### 12:08 Full Time Only

##### Effect of Leave of Absence

In the event of an employee's absence without pay from the Hospital 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 shall 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 all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

During such leave an employee's seniority will continue to accumulate for a total of forty-five (45) calendar days from the commencement of the leave.

Notwithstanding the above, where an employee is on sick leave or receiving Workers' Compensation benefits or has qualified for Workers' Compensation benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of eighteen (18) months.

Note: The Maternity and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which takes precedence over the above provisions.

12:09 Jury and Witness Duty

If an employee is required to serve in any court of law or is required by court subpoena to attend court proceedings by the Crown, or is required by subpoena to attend a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- (a) notifies the Employer 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 Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

**ARTICLE 13 - PAID HOLIDAYS - FULL TIME ONLY**

13:01 An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 13:04 hereunder shall receive the following paid holidays:

- |                          |                  |
|--------------------------|------------------|
| New Year's Day           | Civic Holiday    |
| Third Monday in February | Labour Day       |
| Good Friday              | Thanksgiving Day |
| Easter Monday            | Remembrance Day  |
| Victoria Day             | Christmas Day    |
| Canada Day               | Boxing Day       |

13:02 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.

13:03 Holiday pay is defined as the amount of regular straight time hourly pay (7.5 hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

13:04 In order to qualify for pay for a holiday, 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) a 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.

13:05 An employee who qualifies under Article 13 and 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 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~~ 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 days before or thirty days following the holiday.

Such lieu day off will 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.

13:06 (a) 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.

- (b) An employee entitled to receive paid Holiday Pay in accordance with this Article, shall not receive Sick Leave Pay to which he may otherwise be entitled.

13:07 If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

13:08 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 providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head, who, on request by the employee, shall provide written reasons.

13:09 Employees may be allowed to accumulate five (5) holidays (lieu days) in a calendar year. Employees must advise their Manager by January 15th in the year of their request to accumulate such holidays. The Employer may waive the January 15th date. If such accumulated holidays cannot be granted, the employee making the request will be told the reasons.

**ARTICLE 14 – PAID HOLIDAYS – PART TIME ONLY**

14:01 Holiday Pay shall be paid in accordance with the Employment Standards Act.

14:02 An employee who is required to work on any of the following paid holidays will receive pay at the rate of two and one-half times the employee's regular straight time hourly rate of pay for such work performed on such a holiday. This shall be the maximum amount that an employee may receive inclusive of any entitlement he may have pursuant to the **Employment Standards Act**, exclusive of shift premium where applicable.

- |                          |                  |
|--------------------------|------------------|
| New Year's Day           | Civic Holiday    |
| Third Monday in February | Labour Day       |
| Good Friday              | Thanksgiving Day |
| Easter Monday            | Remembrance Day  |
| Victoria Day             | Christmas Day    |
| Canada Day               | Boxing Day       |

14:03 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.

14:04 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.

#### **ARTICLE 15 – VACATIONS – FULL TIME ONLY**

15:01 Employees will have a vacation year based on their service anniversary date. The Health Centre and the Union agree to work together to ensure all employees currently employed will go from the existing vacation year to the employee's individual service date in accordance with Article 15. This will not result in the employees receiving any lesser or any greater entitlement than they would have received had the dates not changed.

- (a) Employees who have completed less than one (1) year of continuous service as of December 31st shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding December 31st.
- (b) An employee with more than one year of continuous service but less than five years of continuous service, as of December 31st of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- (b) An employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of December 31st in any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- (d) An employee who **has** completed more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of December 31st of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- (e) An employee with more than twenty-five years of continuous service as of December 31st of any year shall be entitled to an annual vacation of six weeks with pay at his regular straight time hourly rate.

15:02 (a) The Health Centre will post by March 1st a vacation schedule by classification in each unit to cover the period from May 15th to November 15th in each year. The vacation schedule will remain posted until March 31st. The completed vacation schedule will be posted by the third week in **April**.

In addition, the Health Centre will post by September 1st a vacation schedule by classification in each unit to cover the period from November 15th to May 15th in each year. The vacation schedule will remain posted until October 1st. The completed vacation schedule will be posted by the third week in October.

By seniority, each employee should indicate his/her preference for up to three (3) weeks of his/her vacation entitlement on the posting. Employees must submit their requests in a timely manner to ensure the process is fair for all staff. Additional entitlements will be selected after all other employees in the classification on the unit have made their requests.

- (b) The granting of any other vacation within the remaining blocks of available time must be requested in writing twenty (20) days prior to the commencement of the leave. The employee will be notified ten (10) days in advance or as soon as possible of the acceptance or refusal of his/her request. These periods of vacation will be offered on a first come first served basis. In the event of a conflict, seniority shall govern. It is understood that single day(s) vacation requests may be submitted and approved with less notice.
  - (c) When an employee transfers to another location after selecting his/her vacation, the Employer, will, whenever possible, grant that vacation at the new location. Where it is not possible, the Employer will meet with the employee and a union representative to review options.
  - (d) The vacation scheduling process may be altered or amended through consultation with the Union and Employer.
  - (e) It is understood that the vacation process for the Christmas/New Years time period will be exempt from the above and determined mutually by the employees and manager in the department.
- 15:03 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 forty-five (45) cumulative days during the period of qualifying the employees for vacation.
- 15:04 An employee who leaves the employ of the Hospital for any reason shall be paid the vacation allowance due to him at the time of his termination as provided herein.
- 15:05 Vacations shall not be cumulative from year to year.
- 15:06 If the employee, by request in writing delivered to the Payroll Officer in charge of the payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to

the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.

15:07 Registered Nursing Assistant Vacation Scheduling

Registered Nursing Assistants are entitled to exercise vacation entitlement priorities as a classification.

15:08 If during the employee's vacation he becomes incapacitated and is confined to bed under the care of a physician, the duration of such confinement shall be considered as sick time, and any unused vacation shall be rescheduled in accordance with the Collective Agreement. The employee is responsible for notifying the department head of such incapacitation when it occurs. The employee may be required to justify the illness in writing to the Hospital.

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. In such circumstances, the employee's vacation shall be rescheduled. The employee does not have the right to "bump" previously approved vacation times of co-workers, regardless of the seniority of co-workers.

**ARTICLE 16 – VACATIONS – PART TIME ONLY**

16:01 For the purpose of calculating vacation entitlement for part time employees, all part time bargaining unit employees shall be paid a vacation allowance, comparable to the vacation programme for full time bargaining unit employees in Article 15, based on the formula one week vacation time - 2% of earnings vacation pay allowance:

Start of Employment	-	4% of earnings
After one (1) year of employment		6% of earnings
After five (5) years of employment	-	8% of earnings
After fifteen (15) years of employment	-	10% of earnings
After twenty-five (25) years of employment	-	12% of earnings

**ARTICLE 17 - HOURS OF WORK**

17:01 The Hospital does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

17:02 The Hospital will endeavour to schedule a minimum of sixteen (16) hours off between regularly scheduled shifts of work unless otherwise mutually agreed.

17:03 An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period of the second shift, but shall be provided at the



time of the meal period with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide a meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full shift shall, after the two (2) hours receive a half hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal.

- 17:04 (a) Schedules of work for a six (6) week period will be posted at least two (2) weeks prior to the effective date of the schedule.
- (b) Either Party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect. Such amendments to the scheduling procedure shall not be implemented until such meeting has been held.
- (c) The Union Committee and Hospital representatives will work together to develop satisfactory work schedules.

17:05 Full Time Only

The normal hours of work for all employees except Engineers and Detox Attendants 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.

17:06 Full Time Only

- (a) With the exception of Engineers and Detox Attendants, authorized work performed in excess of seven and one-half (7½) hours of work per day and 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 the employee's straight time hourly rate of pay.
- (b) For Engineers and Detox Attendants authorized work performed in excess of eight (8) hours of work per day and eighty (80) 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 the employee's straight time hourly rate of pay.

17:07 Full Time Only

Rest Periods

- (a) Regular full time employees 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) Engineers shall be entitled to paid rest periods of fifteen (15) minutes in both the first half and the second half of an eight (8) hour shift.

17:08 Full Time Only

In lieu of overtime pay as described in Article 17:06, 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 17:06.

#### 17:09 Full Time Only

- (a) Employees will not be required to work more than five (5) consecutive shifts when working seven and one-half hours per day unless mutually agreed upon otherwise by the Parties.
- (b) Employees will not be required to work more than three (3) consecutive shifts when working twelve (12) hours per day unless mutually agreed upon otherwise by the Parties.
- (c) The Hospital will endeavour to ensure employees will be scheduled every other weekend off it being understood that the word "weekend" is defined as being from 2400 hours Friday and 2400 hours Sunday. Where this cannot occur the Hospital and the Union will meet to review.
- (d) Terms and conditions for schedules of work covering extended shifts and a four day work week are noted in Appendix B and C.

#### 17:10 Part Time Only

- (a) Employees working a shift of three and three-quarter (3 3/4) hours or more and less than seven and one-half (7½) hours will be allowed a rest period of fifteen (15) minutes without loss of pay, at times to be determined by the Hospital. All employees working a seven and one-half (7½) hours shift will be allowed two (2) rest periods of fifteen (15) minutes each without loss of pay, at times to be determined **by the Hospital.**
- (b) The Hospital will endeavour to give employees twenty-four (24) hours notice of cancelled or shortened shifts.
- (c) Terms and conditions for schedules of work covering extended shifts are noted *in* Appendix B.
- (d) The standard work day for all employees shall be seven and one-half (7½) hours exclusive of an unpaid meal period. The standard work week for all employees shall be thirty-seven and one-half (37½) hours per week, exclusive of unpaid meal periods, which may be averaged over the scheduling period.
- (e) Authorized work performed in excess of seven and one-half (7½) hours of work per day and 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 the employee's straight time hourly rate of pay.

## **ARTICLE 18 - WAGES AND PREMIUMS**

18:01 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 Appendix "A" attached hereto.

### 18:02 Shift Premium

Each employee who works on a shift where the majority of hours fall between 1500 hours and 0700 hours shall receive a shift premium of fifty (50) cents for each hour worked on that shift.

18:03 (a) An employee who is required to remain available for duty on standby outside the working hours for that particular employee shall receive standby pay in the amount of \$2.00 per hour for all hours of standby.

(b) Where such standby falls on a paid holiday as set out in Article 13, the employee shall receive standby pay in the amount of \$2.25 per hour For all hours of standby.

### 18:04 Call Back Pay

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. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

### 18:05 Full Time Only

In lieu of call back, an employee may take equivalent time off with pay at a mutually agreeable time within sixty (60) days following the call back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 18:04.

### 18:06 Full Time Only

Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

### 18:07 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three and threequarter (3 3/4) hours of work, or if no work is available will be paid at least three and threequarter (3 3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

18:08 Supervisory Premium/Transfers  
(Responsibility Allowance)

- (a) If an employee is transferred permanently to a higher or equally rated job classification, he shall receive not less than the rate that he was receiving at the time of the transfer or the starting rate of the job into which he is being transferred whichever is the higher, and shall be advanced through the rates for the higher rated job classification as provided in Appendix "A".
- (b) 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, he 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.
- (c) If an employee is permanently transferred to a lower rated classification, he shall move to the increment scale in the lower rated classification based on his length of service with the Hospital.
- (d) An employee who is temporarily transferred by the Hospital to a lower rated job classification, shall receive the pay rate he was receiving at the time of the transfer.
- (e) Full Time Only  
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 ( $\frac{1}{2}$ ) of one shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.
- (f) Part Time Only  
Supervisory Premium/Transfers

When an employee relieves in a supervisory position for the majority of the seven and one half ( $7\frac{1}{2}$ ) hour shift or more on a continuous basis which has been authorized by the Hospital, he shall be paid ten percent (10%) in excess of his prevailing wage rate for all hours so worked in such supervisory position.

18:09 Definition of Regular Straight Time Rate of Pay

For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Appendix "A" - Wage Rates, of this Collective Agreement.

18:10 New Classification

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 request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration 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.

18:11 Premium Payments

It is understood and agreed that there will be no duplication of premiums under this Agreement, nor pyramiding of overtime.

18:12 Weekend Premium

An employee shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

**ARTICLE 19 - HEALTH AND WELFARE – FULL TIME ONLY**

19:01 The Employer agrees to pay one hundred percent (100%) of the premium cost for Employer Health Tax or equivalent.

19:02 The Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for **Semi-Private** Insurance for each employee in the employ of the Hospital eligible for coverage.

19:03 The Hospital agrees to contribute on behalf of each eligible employee in the employ of the Hospital seventy-five percent (75%) of the billed premium for a 15/25 deductible Extended Health Care Plan (Blue Cross or equivalent) subject to the terms and conditions of such plan.

Remove formulary 3 (over-the-counter drugs) from current extended health care plan

Effective the first billing date following the date of ratification, such coverage will include glasses at a maximum of one hundred dollars (\$100.00) every twenty-four (24) months and hearing aids to a lifetime maximum of five hundred dollars (\$500.00) per individual.

- 19:04 The Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees under the Hospitals of Ontario Group Life insurance Plan (HOOGLIP) for each employee in the employ of the Hospital.
- 19:05 Employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.
- 19:06 It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees.

Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

19:07 Dental Plan

The Hospital shall contribute seventy-five percent (75%) of the billed premium toward coverage of eligible participating employees under the dental plan (Blue Cross #9 current ODA schedule of fees, or its equivalent) in the active employment of the Hospital and such employee shall pay the remaining premium through payroll deduction.

For the purposes of Extended Health Care and Dental benefits, dependent means a person recognized by either the Family Law Act, Human Rights Code, Income Tax Act, or the Pension Act.

19:08 Sick Leave and Long Term Disability

The Hospital will pay seventy-five percent (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 three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (1) 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; and
- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out;
- (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

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

An employee must return for five (5) weeks of full employment, not including work re-entry time period, to re-initiate the first 15 weeks of disability.

Medical Certificates

An employee who is required to have a medical examination and/or produce a doctor's certificate pursuant to this agreement or provincial regulations, shall be reimbursed by the Employer for such expense upon producing a proper receipt.

Workers' Compensation Top-Up

Effective January 18, 1982 there are no monetary obligations or otherwise from the Hospital when an employee is being paid by the Workers' Compensation Board.

Employees who prior to January 18, 1982 were receiving Workers' Compensation Board payment and receiving funds from the Hospital from their sick leave bank to top such payment up to full pay, shall continue to receive a payment from the Hospital out of their frozen sick bank. However, such payment shall be reduced to the extent necessary that the total after tax funds received by the employee (including any Workers' Compensation Board payments) shall be identical to the after tax funds the employee would have received had he/she been at work.

19:09 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.

19:10 Continuation of Benefits on Layoff

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date in which the layoff occurs. The employee may, if possible, under the terms and conditions of the insurance benefits programs, continue to pay the full time premium costs of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the Payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of layoff, and arranges with the Hospital the appropriate payment schedule.

19:11 Hospitals of Ontario Disability Insurance Plan

The liability of the Hospital shall be limited to deducting the employees' contributions referred to herein and forwarding these and the Hospital's contributions to the insurer (Hospitals of Ontario Disability Insurance Plan). The administration of the various plans shall be the responsibility of the insurer, provided however that an employee has the right to grieve in respect of these plans, but such grievances shall be limited to matters that fall within the direct control of the Hospital.

**ARTICLE 20 – PERCENT IN LIEU OF BENEFITS – PART TIME ONLY**

20:01 A part-time employee shall receive payment in lieu of health and welfare benefits and income protection amounting to twelve percent (12%) of their straight time hourly rate.

**ARTICLE 21 - NOTICE OF LAYOFF**

21:01 The Hospital shall give the Union and each employee in the bargaining unit who is to be laid off for a period of more than eight (8) weeks, notice in writing of layoff in accordance with the following schedule:



- (i) Provide the Union with no less than five (5) months written notice of the proposed layoff and;
- (ii) Provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in Article 21.01 (i) will be considered notice to the Union of any subsequent layoff.

- 21:02 (a) (i) Full Time Only  
For the purpose 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 maternity leave) or illness in excess of sixteen (16) weeks, and period or periods of layoff.
- (ii) Part Time Only  
For the purpose of layoffs and recall to employment, seniority shall be defined as total hours worked with the Hospital since the date of last hire by the Hospital.
- (b) (i) In the event of a layoff, employees with the least seniority within the classification in which the layoff takes place shall be laid off first, providing that the employees who remain on the job then have the ability to perform the work.
- (ii) An employee **laid off** pursuant to clause (b)(i) shall have the option of accepting the layoff or shall have the right to displace the least senior employee in the bargaining unit who:
- (1) is in a lower classification having the same or lower rate of pay than the laid off employee, and where the laid off employee has the ability to perform the work of that position, and requires no training other than orientation; and
  - (2) has less seniority than the laid off employee.

In the event that there are ~~no~~ employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of services corresponding to that of

the laid-off employee is within 5% of the laid-off employees straight time hourly rate provided he can perform the duties without training other than orientation. Any person(s) displaced through this procedure shall themselves be entitled to utilize the procedure.

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.

- (c) Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in (b) above, for the period of twenty-four (24) calendar months or less, in the order of their seniority, provided that he then has the ability to perform the available work.
  - (d) No new employee shall be hired in the classifications in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work.
- 21:03 (a) When an employee receives notice of layoff that his or her position will be eliminated he or she will be entitled upon termination to severance allowance of two (2) weeks salary for each year or partial year of continuous service to a maximum of twenty-six (26) weeks.
- (b) Part Time Only  
Weeks salary will be determined to be the average number of weekly earnings in the twenty (20) weeks preceding the date of layoff.

## **ARTICLE 22 - UNIFORM ALLOWANCE**

- 22:01 (a) Full Time Only  
Hospital will pay an annual allowance of eighty dollars (\$80.00) per year for uniforms to all employees in the bargaining unit that are required to wear uniforms while on duty which the Hospital does not supply.
- (b) Part Time Only  
The Hospital will pay an annual allowance of \$0.045 cents per hour for uniforms to all employees in the bargaining unit that are required to wear uniforms while on duty which the Hospital does not supply.



22:02 The Hospital will provide a safety shoe allowance of up to sixty-five dollars (\$65.00) once in each calendar year, on February 1st, to each employee who is required to wear safety shoes and who provides the Employer with proof of purchase within the last year. Such shoes must be Employer and C.S.A. approved.

**ARTICLE 23 - BULLETIN BOARDS**

23:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employee/Union membership.

**ARTICLE 24 - DURATION**

24:01 This Agreement shall remain in effect until and including March 31, 2000 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

24:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Agreement.

24:03 Copies of the Collective Agreement

The Health Centre and the Union will mutually agree to the most cost effective method of printing the collective agreements and the number of copies required. The costs of printing the collective agreements will be shared equally by the Health Centre and the Union. Copies of the collective agreement will be made available within 90 days of the signature of the collective agreement.

**ARTICLE 25 - RETROACTIVITY**

25:01 The wage increase shall be effective as and from the dates specifically listed 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 employment prior to the signing of this Collective Agreement shall have a period of ninety (90) days from the date of ratification in which to claim from the Hospital any adjustments to the remuneration. The retroactive payments shall be made by separate cheque to the employees so entitled within ninety (90) days of ratification.

**ARTICLE 26 - ACCIDENT PREVENTION - HEALTH AND SAFETY**

- 26:01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to obtain the full co-operation of its membership in the observation of all safety rules and practices.

**26:02 Violence in the Workplace**

The Union and Employer support the rights of individuals to an environment free from violence. As such, measures and procedures shall be established to reduce the likelihood of such incident in the workplace.

The Employer agrees to have policies and procedures to deal with violence. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the department manager, Human Resources or a Union representative.

### Harassment in the Workplace

The Union and Employer support the right of individuals to an environment free from harassment on the grounds of sex, ethnic origin, colour, religion, marital or family status, age, race, ancestry, place of origin, sexual orientation, citizenship, creed, record of offenses, or handicap. As such, conduct which can be construed as workplace and/or sexual harassment will not be condoned and may result in the loss of employment.

The Employer agrees to have policies and procedures to deal with harassment. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the department manager, Human Resources or a Union representative. New employees will be provided with a copy of the policy at orientation.

## **ARTICLE 27 - ACCESS TO PERSONAL FILE**

27:01 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 Personnel or his designate. The information the employee may review will be:

- (a) application form
- (b) written evaluations
- (c) formal disciplinary notations
- (d) incident report.

## **ARTICLE 28 - JOB SECURITY**

### 28:01 Full Time Only

The Hospital will not contract out any work with the objective of effecting a layoff or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Hospital's requirements for the contracting out of services.

### 28:02 Part Time Only

The Employer shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out a layoff of any employees other than 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 otherwise be laid off, is not a breach of this provision.

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes with the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer 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



APPENDIX "A"  
SEIU ST. JOSEPH'S HOSPITAL - FULL TIME & PART TIME

Classification	Effective	Start	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Dietary Aide	Apr 1/98 Apr 1/99	14.71 14.86	14.78 14.93	14.88 15.03	
Linen Aide	Apr 1/98 Apr 1/99	14.71 14.86	14.78 14.93	14.88 15.03	
Porter	Apr 1/98 Apr 1/99	14.71 14.86	14.78 14.93	14.88 15.03	
Attendant	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
Laboratory Aide	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
CSR/CP Aide	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
CSR/CP Technician	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
Linen Aide II	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
Pharmacy Storesperson	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
Messenger/ Driver	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	

<b>Classification Classification</b>	<b>Effective</b>	<b>Start</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>
Shipper/ Receiver	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
Dialysis Assistant	Apr 1/98 Apr 1/99	15.00 15.15	15.11 15.26	15.18 15.33	
Storeperson (HMMS)	<b>Oct 1/99</b>	<b>15.41</b>	15.11 15.26 15.52	15.18 15.33 15.60	
OR Technicians	Apr 1/98 Apr 1/99	15.18 15.33	15.26 15.41	15.37 15.52	
Printer	Apr 1/98 Apr 1/99	15.18 15.33	15.26 15.41	15.37 15.52	
Physical Plant Worker	Apr 1/98 Apr 1/99	15.62 15.78			
Leadhand Linen	Apr 1/98 Apr 1/99	15.54 15.73	15.65	15.71	
Leadhand CSR	Apr 1/98 Apr 1/99	15.54 16.03	15.65	15.71	
Leadhand Shipper/Receiver	Apr 1/98 Apr 1/99	15.56 16.03	15.67	15.72	
Leadhand Storesperson	Apr 1/98 Apr 1/99	15.56 15.72	15.67 15.83	15.72 15.88	
Cook/Baker	Apr 1/98 Apr 1/99	15.88 16.04	15.98 16.14	16.07 16.23	16.17 16.33



<b>Classification</b>	<b>Effective</b>	<b>Start</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>
Cook	Apr 1/98 Apr 1/99	15.88 16.04	15.98 16.14	16.07 16.23	16.17 16.33
Groundskeeper	Apr 1/98 Apr 1/99	15.88 16.04	16.08 16.24	16.28 16.44	
Painter/ Plasterer	Apr 1/98 Jan 1/99 Apr 1/99	15.88 16.20 16.57	16.08 16.40 16.77	16.28 16.61 17.00	
Lead Hand Pharmacy Assistant	Apr 1/98 Apr 1/99	16.05 16.21	16.10 16.26	16.33 16.49	
Ortho Technician	Apr 1/98 Apr 1/99	15.36 15.51	16.48 16.64		
Pharmacy Assistant	Apr 1/98 Apr 1/99	15.51 15.67	16.48 16.64		
Maintenance Mechanic	Apr 1/98 Apr 1/99	15.21 15.36	16.48 16.64		
Head Chef	Apr 1/98 Apr 1/99	16.36 16.52	17.62 17.80		
Mechanical Leadhand	Apr 1/98 Apr 1/99	17.00 17.35			
Carpenter	Apr 1/98 Apr 1/99	18.58 18.77			
Systems Maintenance ** Technician	Apr 1/98 Apr 1/99	17.28 17.45			

Classification	Effective	Start	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
3 <sup>rd</sup> Class Engineer **	Apr 1/98 Apr 1/99	18.57 18.76			
Leadhand Carpenter **	Apr 1/98 Apr 1/99	19.11 19.47			
Child Life Worker	Apr 1/98 Apr 1/99	19.64 19.84	19.72 19.92	19.80 20.00	
RPN	Apr 1/98 Apr 1/99	19.64 19.84	19.72 19.92	19.80 20.00	
2 <sup>nd</sup> Class Engineer **	Apr 1/98 Apr 1/99	19.80 20.00			
Electrician **	Apr 1/98 Apr 1/99	19.80 20.00			
Air Conditioning ** Refrigeration Mechanic	Apr 1/98 Apr 1/99	19.80 20.00			
Plumber **	Apr 1/98 Apr 1/99	19.80 20.00			
Plumber Leadhand	Apr 1/98 Apr 1/99	20.70			
Electrical Leadhand **	Apr 1/98 Apr 1/99	20.32 20.70			

APPENDIX "8"

EXTENDED HOURS – ST. JOSEPH'S HOSPITAL

The parties agree to implement extended hours in accordance with the following terms and conditions:

1. Extended hours will be introduced in any unit when:
  - a) Any employee who wishes to enter into an extended hour shift will do so with the knowledge and agreement of the employee, the Employer and the Union.
  - or
  - b) The Union and the Employer agree to process to implement extended hours in a unit/department.
2. Employees working extended hours shall not receive a greater or lesser benefit than employees working seven and one-half (7½) hour shifts.
3. The impact of extended hours as outlined in this agreement shall take precedence over similar articles in the collective agreement between the parties.
4. The probationary period referred to in the collective agreement shall be expressed in hours.
5. The extended hour shift will consist of either 9.375 hours or 11.25 hours a shift or 150 hours in two (2) bi-weekly pay periods. Authorized work performed in excess of these hours will be paid at time and one-half the employee's regular straight time hourly rate. For Engineers and Detox Attendants, authorized work performed in excess of 10 hours or 12 hours a shift or 160 hours in two (2) bi-weekly pay periods shall be paid at time and one-half the employees regular straight time hourly rate.
6. With the exception of Engineers and Detox Attendants, each ten (10) hour shift will contain a total of seventy-five (75) minutes of break time (37.5 minutes paid and 37.5 minutes unpaid). With the exception of Engineers and Detox Attendants, each twelve (12) hour shift will contain a total of ninety (90) minutes of break time (45 minutes paid and 45 minutes unpaid), The breaks will be scheduled according to department preference.
7. Vacation leave will be in accordance with Article 15 and Article 16 respectively of the collective agreement based on years of service but modified to an hourly prorated equivalent.

8. Paid holidays for employees working extended hours will be granted in accordance with the collective agreement but payment will be modified to an hourly prorated equivalent. Lieu days will be calculated in the same manner.
9. Shift premium will be paid in accordance with Article 18 of the collective agreement.
10. Employees working extended hours who are returning to work after absence due to illness or leave of absence shall, wherever possible, give 16 hours notice of his/her intention of returning to duty. However, the employee must give a minimum of 12 hours notice prior to the commencement of the employee's first shift.
11. Bereavement leave will be granted in accordance with the collective agreement. Payment for bereavement leave will be calculated for all hours of the employees working extended shifts.
12. Employees working extended hours will be paid sick leave as provided for under HOODIP pursuant to the collective agreement but modified to an hourly prorated equivalent.
13. Any party to this agreement may cancel the said arrangement and revert to normal scheduling provided 30 days written notice is given to the other party. Should the arrangement be cancelled, vacation credit banks, paid holiday time, sick time and seniority will be proportionately adjusted in an effort to ensure that the employees who had been working extended hours do not receive any greater or lesser benefit than employees working 7½ hour shifts.

**APPENDIX "C"****FOUR DAY WORK WEEK – FULL TIME ONLY**

The parties agree to implement a fourday work week in accordance with the following terms and conditions:

1. Any full-time employee may propose a fourday work week arrangement to the Employer. The implementation of such a proposal shall be by mutual agreement between the Health Centre, the Union and the employee concerned.
2. The impact of a fourday work week as outlined in this agreement shall take precedence over similar articles in the collective agreement between the parties.
3. Such a proposal would require the employee who works four days in each week of a two-week 75-hour pay period. Total hours worked in each pay period would equate to 60. The Employer would retain the right to determine which work needed to be done. The remaining hours would then be covered by the part-time bargaining unit employees.
4. An employee who enters into such a fourday work week arrangement shall continue to be included in the full time bargaining unit notwithstanding the recognition provisions of the relevant collective agreement and this paragraph 4 shall in no way be deemed to constitute an amendment of the recognition clauses in the collective agreements, and unless modified by the Appendix all terms of the respective Collective Agreement shall continue to apply (including layoff and recall provisions).
5. Seniority accrual of an employee participating in a fourday work week arrangement will not differ from that of a full-time employee. Therefore, no annual adjustment will be necessary to the employee's seniority date.
6. However, vacation progression, sick leave benefits, wage progression, holiday pay for time not worked, and any other benefits affected by service will be pro-rated to the full time equivalent.
7. OHIP, extended health care, semi-private and dental health benefit costs to the employer shall be considered as if the employee were full-time. The employer and employee costs of all other employee benefits (including group life, short-term disability, long-term disability, pension) shall be pro-rated based on hours worked and/or actual salary. The terms and conditions of these benefit plans shall be determined by the plans themselves and by the language of the collective agreement.
8. Eligibility for participation within a pension plan shall not be affected by this arrangement. Service accumulation for pension purposes will be pro-rated, but the

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salary base for pension calculation shall be the full-time equivalent salary of the position.

9. Every fourday work week arrangement shall be set up for a six month trial period. Six weeks prior to the end of the six months, a meeting between the Union and Employer shall be held to determine the success or failure of the trial period. The employee shall be given 30 days notice in writing by the Employer should the decision be made to terminate the arrangement. If the arrangement is terminated, the employee would revert **back** to full-time status within the bargaining unit.
10. For clarity purposes, no overtime shall be payable to an employee who is participating in a four day work week arrangement unless the provisions of the collective agreement apply.
11. Any request by an employee who is participating in a fourday work week arrangement, for an unpaid leave of absence in excess of thirty (30) continuous calendar days, the granting of which is either required by the collective agreement or is discretionary and which is granted, shall invoke the collective agreement language.
12. Union dues will be the same as for a full-time position.

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**LETTER OF INTENT**

1. The parties agree to meet to discuss the introduction of job sharing language.
  
2. The Union and the Employer agree to meet within ninety (90) days of signing of the collective agreement for the purpose of reviewing the current health and welfare benefits as well as vacation entitlements. The Health Centre will strike a committee which shall consist of three (3) committee members from each of St. Joseph's and Mount Hope and up to six (6) members from management to review these benefits and make recommendations to the Health Centre and Union Committees.



# ((CHANGE OF ADDRESS CARD

Date.....

: Name.....

: Employed at.....

: New Address.....

(Street)

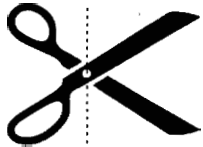
: .....

(City)

: .....

(Postal Code)

(Phone Number)



**Signature**

Please return to:  
 Service Employees International Union, Local 220,  
 41 Adelaide Street North, Unit 29, London, Ontario, N6B 3P4



**Cut along dotted line**