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No. OF EMPLOYEES	100		
NO. OF EMPLOYEES	LA		

COLLECTIVE AGREEMENT

-between-

SAULT AREA HOSPITALS

**(Plummer Memorial Public Hospital
and
Sault Ste. Marie General Hospital)**

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 268

**FULL-TIME EMPLOYEES COLLECTIVE AGREEMENT
OFFICE & CLERICAL UNIT**

Term: January 1, 1996 - October 10, 2001

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SAULT AREA HOSPITALS
FULL-TIME OFFICE & CLERICAL

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	"For Your Information"	
ARTICLE 1	PURPOSE	1
1.01	Purpose of Agreement	1
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	RECOGNITION	2
ARTICLE 4	RELATIONSHIP	2
4.01	No Discrimination	2
ARTICLE 5	MANAGEMENT FUNCTIONS	3
ARTICLE 6	UNION SECURITY	4
6.02	Employee's Lists	4
6.02 (c)	Dues Check-off	5
6.02 (d)	Bulletin Board	5
ARTICLE 7	INTERVIEW SYSTEM FOR NEW EMPLOYEES	6
ARTICLE 8	NO STRIKE OR LOCKOUT	6
ARTICLE 9	UNION REPRESENTATION AND COMMITTEES	7
9.06	Rights to Union Steward	8
9.09	Local Negotiating Committee	8
ARTICLE 10	GRIEVANCE PROCEDURE	9
10.03	Policy Grievance	10
ARTICLE 11	ARBITRATION	10
ARTICLE 12	WITNESS AND INSPECTION	12
ARTICLE 13	DISCHARGE CASES	12
ARTICLE 14	HOSPITAL GRIEVANCE	12
ARTICLE 15	PROBATIONARY PERIOD	13
ARTICLE 16	SENIORITY	13
16.02	Loss of Seniority	14
16.03	Effect of Absence	14
16.04	Transfer of Service & Seniority	15
16.05	Transfer to Positions Outside of the Bargaining Unit	16
ARTICLE 17	JOB CLASSIFICATION AND WAGE RATES	16
17.03	Temporary Employees	18
ARTICLE 18	TECHNOLOGICAL CHANGE	18
ARTICLE 19	PAY DAY	20
ARTICLE 20	HOURS OF WORK	20
20.01	Notice of Change of Shift	20
20.02	Rest Periods	21
20.03	Lunch or Meal Periods	21

20.07	Weekends Off	22
ARTICLE 21	OVERTIME FORMULA	22
21.06	Meal Allowance	23
21.07	Call-Back	23
21.08	Responsibility Outside Bargaining Unit	24
ARTICLE 22	SHIFT PREMIUM	24
22.04	Weekend Premium	25
ARTICLE 23	LATE REPORTING & BOOKING OFF SHIFT	25
ARTICLE 24	PAID HOLIDAYS	25
24.07	Holiday Overtime	26
ARTICLE 25	ANNUAL VACATIONS	27
ARTICLE 26	HOSPITALS OF ONTARIO DISABILITY	
	INSURANCE PLAN	29
26.01	Sick Leave	29
26.02	Unemployment Insurance Rebate	31
26.05	Pay for Medical Certificates	31
ARTICLE 27	WORKER'S COMPENSATION BENEFITS	32
27.03	Modified Work Program	32
ARTICLE 28	HEALTH AND WELFARE	33
28.03	Benefit Premium (Early Retirement)	34
ARTICLE 29	LEAVES OF ABSENCE	34
ARTICLE 30	BEREAVEMENT LEAVE	35
ARTICLE 31	UNION LEAVE	36
31.04	Full-time Union Leave	36
ARTICLE 32	PREGNANCY LEAVE	37
ARTICLE 33	PARENTAL LEAVE	39
ARTICLE 34	EDUCATION LEAVE	41
ARTICLE 35	JOB SECURITY	41
35.02	Notice of Layoff	43
35.03	Severance & Retirement Options	45
35.04	Regional Staff Planning Committees	47
35.05	Layoff and Recall	47
35.06	Benefits on Layoff	50
35.07	No Contracting Out	50
35.08	Work of the Bargaining Unit	51
ARTICLE 36	OLDER EMPLOYEES	52
ARTICLE 37	TERMINATION OF EMPLOYMENT	52
37.01	Letters of Reprimand	52
37.02	Employee's Files	52
ARTICLE 38	RETIREMENT AGE	53
ARTICLE 39	HEALTH EXAMINATIONS	53
ARTICLE 40	JOB POSTING	53
ARTICLE 41	RELIEVING IN A HIGHER GRADE	55
ARTICLE 42	COURT APPEARANCE/JURY & WITNESS DUTY	56
ARTICLE 43	WAGES AND RETROACTIVITY	57

ARTICLE 44	GENDER CLAUSE	58
ARTICLE 45	VOLUNTEERS	58
ARTICLE 46	TERMINATION AND RENEWAL	58

WAGE SCHEDULE

MEMORANDUM OF UNDERSTANDING

- Re: Article 6.02 - Seniority Lists
- Re: Article 25.0 - Carryover of Vacation Entitlement
- Re: Article 35.0 - I Procedure F/T & P/T
- Re: Article 40.07 - Trial Period Extension
- Re: Consolidation of Departments

FOR YOUR INFORMATION

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

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

- a) cards to members who are ill;
- b) wreaths for deceased members only - not family members.

Responsibility for Payment of Dues: SEIU Constitution and By-Laws Article XVIII, Section 3 (c).

The entire responsibility for payment of dues to a Local Union within the time required by the provisions of this Article is the sole obligation of each member individually and cannot be delegated to the Local Union or any of its representatives, or to any person whether a delegate, shop steward or otherwise. Effective May 1st, 1978, all full-time members will be solely responsible for the payment of their dues when not deducted at the Union Office prior to the last day of the month in which they are owing in order to protect your Death Gratuity.

THE INTERNATIONAL DEATH GRATUITY

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

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

This age limit does not apply to members who joined before January 1st, 1951. Gratuity payments are in the amounts of \$100.00; \$200.00; \$300.00; \$400.00 and \$500.00. They are computed this way: Counting back from the date of death, \$100.00 is paid for up to 5 years. If you were to die less than a year after you joined, your beneficiary would not receive a Gratuity. Or, if you were to die within a year after you failed to pay dues on time in any month, no Gratuity would be paid. And, of course, members who joined at age 65 after January 1st, 1951 are not affected by the Gratuity. Can the Beneficiary of every member receive a \$500.00 Gratuity? No. There are 2 exceptions.

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

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

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

MEETING DATES

GENERAL MEMBERSHIP MEETING

First Monday of Each Month (Excluding July & August)

EXECUTIVE BOARD MEETING

Last Monday of Each Month

UNION OFFICE

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

UNION OFFICE

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

OFFICE STAFF

RICHARD ARMSTRONG - Vice President & Local Director

Barb Rankin
Union Representative
(Thunder Bay)

Helen Eaton
Union Representative
(Thunder Bay)

Glen Oram
Union Representative
(Thunder Bay)

Glen Chochla
Union Representative
(Thunder Bay)

Kathy Knauff
Union Representative
(Thunder Bay)

Linda Plante
Accountant
(Thunder Bay)

Brenda Thompson
Executive Secretary
(Thunder Bay)

Bonnie Knott
Secretary/Receptionist
(Thunder Bay)

Paul Middleton
Union Representative
(Sault Ste. Marie)

June Duguay
Secretary
(Sault Ste. Marie)

COLLECTIVE AGREEMENT

made this day of , 1999.

between

SAULT AREA HOSPITALS
(Hereinafter called the "Hospital")

**(Plummer Memorial Public Hospital
and
Sault Ste. Marie General Hospital)**

OF THE FIRST PART ;

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 268
(affiliated with A.F. of L., C.I.O., and C.L.C.)
(Hereinafter referred to as the "Union")

OF THE SECOND PART ;

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain an orderly Collective Bargaining relation between the Employer and certain classes of the Employer represented by the Union in order to assist in the promotion of the successful operation of the Employer in the maintenance of responsibility on the part of the Union and Management alike.

ARTICLE 2 **DEFINITIONS**

2.01 "Employee" shall include only such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board dated the 2nd day of May, 1973.

2.02 "Steward" shall mean an employee of the Hospital who has completed the probationary period of service with the Hospital and whose name has been forwarded to the Hospital by the Union in writing confirming his appointment as such, and who has not been replaced by the Union without written notice to the Hospital.

2.03 "Administrator" shall mean the President or his appointee of **Sault Area Hospitals.**

ARTICLE 3 **RECOGNITION**

3.01 The Hospital recognizes the Union for the duration of this agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all Office and Clerical personnel employed by the **Sault Area Hospitals in Sault Ste. Marie and Algoma District**, save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, persons **regularly employed** during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week, and persons covered by a subsisting collective agreement between Service Employees International Union, Local 268, and the Hospitals.

ARTICLE 4 **RELATIONSHIP**

4.01 No Discrimination: The parties agree that there shall be no discrimination

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

ARTICLE 5 **NAGEMI FUNCTIONS**

5.01 The Union acknowledges that it is the exclusive right and power of the Corporation:

(a) To direct the working forces, to discharge employees for just cause, subject to the use of the grievance procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees.

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

(c) To maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this agreement.

ARTICLE 6 **UNION SECURITY**

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

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

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

In consideration of the deducting of dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article. Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

6.02 **Employee Lists:**

(a) Seniority lists of full-time employees shall be posted on the bulletin board upon the signing of this Agreement and every six (6) months thereafter. Copies of the seniority list will be supplied to the Union upon request. Upon the posting of the Seniority Lists, employees shall have thirty (30) days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the Seniority List **as** posted is correct.

(b) The Hospital is agreeable to including Social Insurance Numbers in check-off lists and/or seniority lists currently being supplied to the Union pursuant to the provisions of the Collective Agreement where such information is presently available on computer. During the term of the Agreement, the Hospital will attempt to make such information available for the bargaining unit. To the extent that this cannot be reasonably accommodated through the computer system, or where the Hospital is on a manual system, the Union be will provided on a "one-time basis only" with the Social Insurance Number for each employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired. In addition to the foregoing, the Hospital will supply the Union with the addresses of new employees when they are placed on the check-off list for the first time.

(c) Dues Check-Off Union dues so deducted shall be forwarded no later than the end of the month in which deductions are made and the deductions will be accompanied by a list showing the names of persons for whom deductions are made, the names of the persons for whom no deduction have been made and the reason for the absence of such deduction. Such deductions are to be forwarded to the Secretary-Treasurer of the Union at the address from time to time given to the Hospital.

(d) Bulletin Boards:

(i) The Hospital shall provide a Union bulletin board in a mutually agreed upon location.

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

ARTICLE 7 **INTERVIEW SYSTEM FOR NEW EMPLOYEES**

7.01 It is agreed that upon commencement of employment new employees will be advised by a representative of the Human Resources department of the Corporation of the existence of the Union and the conditions surrounding their employment as contained in the herein collective agreement, and any rules that may be formulated under it's terms. It is also agreed that a representative of the Union will be given an opportunity to interview each employee once upon completion of his or her probationary period for the purpose of ascertaining the wishes of the employee concerning membership in the Union. The Corporation will notify the Union monthly of the names of those who complete their probationary period, and on request will arrange a time and place for such interview, the time of which shall not exceed ten (10) minutes. Because of these privileges of interview granted in this clause, it is expressly agreed by the Union that there shall be no solicitation for membership at any other time, nor collection of dues at any other time on the premises of the Hospital.

ARTICLE 8 **NO STRIKE OR LOCKOUT**

8.01 During the term of this agreement neither the Union nor any of its officers or officials nor any employees shall take part in or call or encourage any strikes, sit-down, slowdown which includes any work-to-rule arrangement or any suspension of work against the Hospital, which shall in any way affect the operations ~~of~~ the Hospital, nor shall the Hospital nor any of its officers or officials engage in any lockout.

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

8.03 **An** employee who takes part in or counsels or procures any other employee to take part in any strike, slowdown, work-to-rule arrangement, sit-down or any other suspension of work against the Employer will be subject to discipline.

8.04 Should there be any violation of either 8.01 or 8.02 of this article, there shall be no discussion or negotiations of the matter in dispute between the Employer and the Union until normal work has been resumed.

ARTICLE 9 **UNION REPRESENTATION AND COMMITTEES**

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

9.02 **A** Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

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

9.04 The number of Stewards shall be mutually agreed upon and subject to review at the request of either party.

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

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

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

9.07 Nothing in this Article shall preclude full-time Stewards from representing part-time employees and vice versa.

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

9.09 Local Negotiating Committee: The Hospital agrees to recognize one (1) Negotiating Committee to represent both the full-time and part-time Bargaining Units. This committee shall be comprised of a Chief Steward and three (3) members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period. There will not be any more than one (1) employee from any one department on the Negotiating Committee.

ARTICLE 10 **GRIEVANCE PROCEDURE**

10.01 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 she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within five (5) calendar days after the circumstances given rise to it have occurred. The immediate supervisor shall respond to the complaint within five (5) calendar days and if the reply is not satisfactory to the complainant, then the matter may be referred to Stage One of the Grievance Procedure.

10.02 All grievances arising between employees and the Hospital will be dealt with in accordance with the following procedures:

STEP ONE The grievance shall be put in writing dated and signed by the employee or Union representative and a copy given to the manager within five (5) working days of the decision of the immediate supervisor. The grievance shall then be discussed by the employee, Union representative and immediate supervisor. This meeting shall be held within five (5) working days of the time of receipt of the grievance by the immediate supervisor.

The immediate supervisor shall give a decision in Writing within five (5) working days following the meeting.

STEP TWO The grievance shall not be carried further unless within five (5) working days after receiving the answer of the immediate supervisor under Step 1, the Union delivers a written notice of referral to Step 2 to the Human Resources Department. A meeting to discuss the grievance will then be arranged with the grievor, Steward and/or Chief Steward, Union

Representative and the Vice President of Human Resources or designate.

The Vice President of Human Resources or designate will give a decision of the grievance in writing no later than twenty (20) working days after the Step 2 grievance meeting.

10.03 Policy Grievance: A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

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

Where the grievance is a Hospital grievance it shall be filed with the Bargaining Agent of the Union.

ARTICLE 11 **BITRA**

11.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing, addressed to the other party of this agreement and if within ten (10) days thereafter the parties are unable to select by mutual agreement an Arbitrator, then the Arbitrator shall be appointed by the Labour Management Arbitration Commission for the Province of Ontario.

11.02 If a grievance is to be submitted to arbitration, it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the parties involved, remedies sought, reasons relied upon, and the clauses or clause of this

agreement said to be violated, all in clear and concise terms, copies of which shall be filed with the Canadian Office of the Union.

11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle this grievance.

11.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

11.05 The fees and expenses, if any, of the arbitrator shall be shared jointly by the parties thereto.

11.06 Proceedings before the arbitrator will be expedited by the parties thereto, and the decision of the arbitrator will be accepted as final and binding on the parties hereto.

11.07 It is understood and agreed that the arbitrator shall have authority only to settle disputes under the terms of this agreement and may only interpret and apply this agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be arbitrable. The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this agreement, nor to give any decision inconsistent with it nor shall any practices or customs become binding unless they are in writing between the President and the Union. No costs of any arbitration shall be awarded to or against either party. If requested by either party, a full arbitration board can be utilized.

11.08 Time limits referred to in this and the preceding article may be extended by mutual agreement of the parties.

ARTICLE 12 **WITNESS AND INSPECTION**

12.01 At any stage of a grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned and any other necessary witness, two only at any one time, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Hospital providing it does not interfere with the Hospital operation or personal attention to the patients, to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 **DISCHARGE CASES**

13.01 A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance and may be lodged at Stage Two within five (5) days after the employee ceases to work for the **Hospital**.

13.02 Discharge or discipline grievances may be settled by confirming the management actions in dismissing or disciplining the employee or by reinstating the employee with full, partial or no compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitrator.

ARTICLE 14 **HOSPITAL GRIEVANCE**

14.01 It is understood that the Hospital may bring forward to the Union any complaint with respect to the conduct of the Union, its officers or members, and if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.

The grievance shall be filed with the Union Representative at the Sault Ste.

16.02 Loss of Seniority

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

(a) employee quits;

(b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;

(c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;

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

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

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

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

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

16.03 Effect of Absence:

Unless otherwise provided in this Collective Agreement:

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

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

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

16.04 Transfer of Service and Seniority:

(a) **An** employee whose status is changed from Ill-time to part-time shall receive credit for his full seniority and service.

Effective January 31, 1991, an employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one year

of seniority for each 1725 hours worked.

Note: Past Changes and Effective Dates

Effective October 5, 1988 1800 hours = one year

Effective June 14, 1983 1950 hours = one year

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

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

16.05 Transfer to Positions Outside of the Bargaining Unit:

An employee who is transferred to a position outside of the bargaining unit for a period of six (6) months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

ARTICLE 17 JOB CLASSIFICATION AND WAGE RATES

17.01 Job classifications and wages to be paid are set out in Schedule "A" attached hereto.

17.02 (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate

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

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

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

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

17.03 Temporary Employees:

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

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

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

ARTICLE 18 **TECHNOLOGICAL CHANGE**

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

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

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

18.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

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

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

ARTICLE 19 **PAY DAY**

19.01 It is mutually agreed that employees shall be paid bi-weekly and the method of computation for bi-weekly pay shall be arrived at by taking the monthly rate and multiplying it by twelve (12) and dividing it by twenty-six (26) and this will constitute a bi-weekly pay. Wages shall be paid every two (2) weeks on Friday.

ARTICLE 20 **HOURS OF WORK**

20.01 Notice of Change of Shift: The hours of work shall be as scheduled by the Hospital but the Hospital does not guarantee to provide employment or work for normal hours or any other hours.

Employees who report for work on any regularly scheduled shift or authorized call-in will be guaranteed at least four **(4)** hours of work, or if no work is available, will be paid for at least four **(4)** hours, unless specifically scheduled for less than four **(4)** hours as a normal shift.

The Employer will endeavour to give as much advance notice as possible of a change in the posted schedule. However, the reporting allowance outlined above shall not apply whenever an employee has received not less than one hour (1) prior notice not to report to work.

Regular Hours: The regular hours of work for all employees excluding meal period, shall be thirty-seven and one-half (37 1/2) hours per week and shall not exceed seventy-five **(75)** hours in a bi-weekly period.

No employee will be required to work more than six (6) consecutive days without two (2) days off. The daily working hours shall be seven and one-half (7 1/2)

hours per day, the said hours to be completed in an eight (8) hour period after commencing work. This means the employee must report to the respective supervisor in uniform and remain in uniform for the full working shift.

In case of departments where employees are required to rotate on the day, evening, and/or night shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of **shifts** and of thirty-nine (39) hours if there is one day **off**, and of sixty-three (**63**) hours if there are two (2) days off between the changeover of shifts.

20.02 Rest Periods: The Hospital will allow two (2) fifteen (15) minute rest periods during each full eight (8) hour shift provided the second rest period shall commence at least one (1) hour prior to the termination of the shift at the discretion of the Department Head.

20.03 Lunch or Meal Periods: Each employee shall be allowed thirty (30) minutes for meals.

20.04 When rotating eight (8) hours shifts, employees are to be allowed a minimum of sixteen (16) hours off between the ending of one shift and the commencing of the other; where the sixteen (**16**) hours is not granted, the employee shall be paid such hours worked at the rate of time and one-half (1 1/2), unless sixteen (1 **6**) hours have expired.

(Ref attached Memorandum of Understanding re: Time ~~OFF~~ Between **Shifts**).

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

20.06 Schedules for work shall be posted in the department affected not later than two (2) weeks in advance. Errors, if any, will be corrected as soon as possible by the supervisor who made the schedule.

20.07 Weekends OK In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of one (1) weekend off in each four (4) week period. Where a weekend off is not granted within each four (4) week period, time worked on such fourth weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 1/2). This standard shall not apply where the employee notifies the supervisor that he/she waives this right and/or the employee was hired specifically for weekend work.

ARTICLE 21 VERTI FORMULA

21.01 Authorized overtime worked in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours in a two (2) week period will be counted as overtime work and will be paid for at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.

21.02 It is understood and acknowledged that the Corporation has the right to require employees to perform reasonable authorized overtime work.

21.03 The Employer agrees that the employees shall not be required to take time off to avoid payment of overtime. By mutual agreement between the Department Head and the employee, over time worked, can be taken as paid time off at the applicable overtime rate and must be taken within the succeeding two pay periods following the overtime worked unless extended by mutual agreement.

21.04 Employees who are absent on approved time off during their scheduled

work week because of paid sickness, accident, bereavement leave, worker's compensation, paid holidays, or vacation, shall for the purpose of computing overtime pay, be considered as if they had worked their regular hours during such paid absence.

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

21.06 Meal Allowance: When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or five (5) dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

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

21.07 Call-Back:

(a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work, or four (4) hours pay at the rate of time and one-half (1 1/2) their regularly hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time **and** one-half (1 1/2) after which they shall revert back to the regular **shift**.

(b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time from the first call, it shall be subject to a second call-back premium,

but in no case shall an employee collect two (2) call-back premiums within one such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of this regular shift, (a) shall apply.

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

21.08 Responsibility Outside the Bargaining Unit:

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

ARTICLE 22 **SHIFT PREMIUM**

22.01 Employees so affected shall receive a shift premium in the amount of forty-five cents (45¢) per hour.

22.02 Employees who refuse to work rotating shifts shall not be entitled to receive a shift premium.

22.03 ~~Shift~~ premium is to be paid for all hours worked between 6 p.m. and 7 a.m. and for scheduled shifts that start at 3 p.m. or later.

Shift premium is not to be used in the calculation of any premium pay.

22.04 Weekend Premium: **An** employee shall be paid a weekend premium of forty-fivecents (.45) per hour for each worked between 2400 hours Friday to **2400** Sunday or such other forty-eight (**48**) hour period that the Hospital may establish.

ARTICLE 23 **LATE REPORTING AND BOOKING OFF SHIFT**

23.01 Where **an** employee is unable to report for a scheduled shift, she shall notify the Hospital as soon as possible and in any event, at least one hour prior to the commencement of the day shift and where possible, six (6) hours prior to the commencement of the afternoon or night shift.

23.02 Employees who report for work late will be penalized in accordance with the **following** schedule:

5 - 15 minutes	Fifteen minutes penalty
16 - 30 minutes	Thirty minutes penalty
31 - 60 minutes	Sixty minutes penalty

ARTICLE 24 **PAID HOLIDAYS**

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

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

24.02 In addition to the above named designated holidays there shall be an additional holiday in the form of a non-premium floating day, without loss of or deduction from regular earnings. In selecting such floating holiday, consideration will be given to the wishes of the employee but the Hospital's decision will govern. In the event Heritage Day or some other day is proclaimed **as** a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the eleventh holiday.

24.03 Any employee required to work on any of the designated holidays in Article **23.01** shall be paid on the basis of the fixed day's pay plus time one one-half (**1 1/2**) for work performed on such day or given equivalent time off on some other day or days within thirty (30) days of the holiday by mutual agreement.

24.04 If one of the above mentioned paid holidays occurs during **an** employee's vacation period, the employee will receive an additional day off in ~~lieu~~ thereof. The additional day off is not necessarily consecutive with the vacation period. Decision as to the choice of day taken in lieu of the holiday to be by mutual agreement but must be taken within ten (10) working days prior to or after the scheduled vacation period.

24.05 In order to qualify for payment for any of the above paid holidays, an employee is required to work the last regular shift preceding and following the paid holiday, or the day granted in lieu of the paid holiday.

24.06 Where **an** employee is absent because of sickness, accident or on paid compensation, such employee shall be paid the first holiday but no other during such period of absence.

24.07 Holiday Overtime: Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-

half (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 25 **ANNUAL VACATIONS**

25.01 Employees who have completed one (1) or more years of continuous service as of December 31st in any year shall be entitled to an annual vacation of two (2) weeks at their rate of pay.

25.02 Employees who have completed two (2) or more years of continuous service as of December 31st in any year shall be entitled to **an** annual vacation of three (3) weeks at their regular rate of pay.

25.03 Employees who have completed eight (8) or more years of continuous service as of December 31st in any year, shall be entitled to **an** annual vacation of four (4) weeks at their regular rate of pay. Employees who have completed five (5) or more years of continuous service as of December 31, 1990 or in any year thereafter, shall be entitled to an annual vacation of four (4) weeks at their regular rate of pay.

25.04 Employees who have completed fifteen (15) or more years of continuous service as of December 31st of **any** year shall be entitled to **an** annual vacation of five (5) weeks at their regular rate of pay.

25.05 Employees who have completed twenty-five (25) years of continuous service as of December 31st of any year shall be entitled to an annual vacation of **six** (6) weeks at their regular rate of pay.

25.06 Vacation time will be allotted between the months of January 15th and December 15th inclusive, and in order of employee's seniority, unless other arrangements

are made between the individual employee and his Department Head.

25.07 Where an employee's vacation has been scheduled and prior to the commencement of such vacation, becomes ill or injured, and such injury or illness is sufficiently serious as to prevent him from taking all or part of such vacation, the Hospital shall re-schedule such vacation at a time satisfactory to the Hospital and the employee. Any illness or injury referred to herein, shall be substantiated by a medical certificate satisfactory to the Hospital.

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

In any event, vacation allowance will not be carried over and accumulated from one year to the next and vacation pay and sick leave pay is not to be duplicated.

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

1. The vacation year shall be January 1st to December 31st of each year.
2. The number of employees off at any one time will be in accordance with departmental policy.
3. Vacation lists Will be posted January 1st.
4. Employees will submit their vacation requests by February 1st.
5. Vacation approvals will be given by February 15th.

6. Vacation will be booked in accordance with employee seniority prior to February 1st.

7. During prime time (June 15 to September 15) employees will be allowed to book up to two (2) weeks vacation in accordance with seniority and also will be allowed to book outside of prime time in accordance with seniority. Once all employees have had an opportunity to book vacation during prime time then employees, on a seniority basis, will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.

ARTICLE 26 **HOSPITALS OF ONTARIO DISABILITY INSURANCE**
PLAN

26.01 Sick Leave: All eligible employees shall be enrolled in the new program. The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

Effective commencement of the first pay period after April 1, 1985, the Hospital will pay 75% of the billed premiums towards coverage of eligible employees under the long term disability portion of the 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 months or more of service shall be deemed to have three months of service. For the purpose of transfer to the long term portion of the disability program employees on the active payroll as of the effective date of the transfer with one year or more of service shall

be deemed to have one year of service.

Effective the first of the month following the transfer the current sick leave plan shall be terminated and any provisions relating to such plan shall be null and void under the respective Collective Agreement except as to those provisions relating to pay-out 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. The "sick leave bank" shall be utilized to:

- (1) supplement payment for sick leave days under the new program which would otherwise be at less than full 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 (2) days of the illness and subsequent period

of absence during any calendar year.

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

26.02 Unemployment Insurance Rebate:

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

(b) Employees off work on sick leave for more than 2 weeks shall, whenever possible, provide their manager or designate with at least 48 hours notice of their intent to return to work.

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

26.04 Proof of inability to perform regular or modified duties, such as medical doctor's certificate or other medical documentation, that is satisfactory to Hospital, may be required if the employee is absent for three days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for the employee to qualify for benefits.

26.05 Pay for Medical Certificates: The Hospital shall pay the full cost of any medical certificates required of an employee.

ARTICLE 27

WORKER'S COMPENSATION BENEFITS

27.01 In the case of an accident which will be compensated by the **Workplace Safety & Insurance Board**, the employer will pay the employee's wages for the day of the accident.

27.02 A worker who is absent from work as result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's 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 Worker's Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Worker's Compensation Board. If the claim for Worker's Compensation is not approved, the monies paid **as** 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.

27.03 Modified Work Program: The Hospital and the Union, realizing the benefits to be derived from an injured or ill employee being returned to gainful employment as soon as possible, agree that they and all employees and supervisors at all levels, will cooperate to the fullest extent to promote the Modified Work Program.

To facilitate these programs, it is understood that provisions of the Collective Agreement may, where agreed, be altered. The Specific terms of the program will be signed by the Hospital and the Union.

ARTICLE 28

HEALTH AND WELFARE

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

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

(b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective the first of the month after ratification of the Memorandum of Settlement by both parties coverage will include vision care (maximum \$90.00 every 24 months) as well as hearing allowance (lifetime maximum \$500.00 per individual) and deductible will be \$15.00 (single) and \$25.00 (family).

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

(d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the first of the month following the date of ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan will be 75%.

28.02 The Hospital may at any time substitute another carrier for any plan provided that the benefits provided are the same or better. Information relating to the change will be give to the Union as soon as reasonably possible but before implementation.

28.03 Benefits on Early Retirement

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

ARTICLE 29 **LEAVE OF ABSENCE**

29.01 Leave of absence without pay up to three (3) months may be granted to an employee for personal reasons at the discretion of the Hospital President.

29.02 Employees who are on leave of absence for any reason will not engage in

gainful employment while on such leave and if an employee does engage in gainful employment while on such leave, he may forfeit all seniority rights and privileges contained in this agreement.

29.03 All leaves of absence should be applied for in writing to the Hospital President.

ARTICLE 30 **BEREAVEMENT LEAVE**

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

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

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

(Note: With respect to employee entitlement to bereavement leave while on vacation, such vacation day(s) are, as per. past practise, reverted to bereavement days and paid accordingly.

ARTICLE 31 **UNION LEAVE**

31.01 The Corporation may grant leave of absence to employees to attend Union conventions, seminars, educational classes or other union business. In making application for leave of absence for union business, it is understood that the leave of absence shall be for no longer than a two (2) week period and will not be requested on more than two (2) occasions in one (1) calendar year. When leave of absence for union business is requested, it is understood that the Union will not request leave of absence for more than one (1) employee at one time, and that the Union shall be responsible for the payment of wages during the time of absence.

31.02 When employees are on leave of absence requested by the Union, the Corporation will pay the regular salary to the employee and invoice the Union for the employee's lost time. If the Corporation so wishes, it may invoice the Union in advance of the leave of absence by invoicing the Union at the time the leave of absence is granted in writing, and the Union will pay said invoice within seven (7) days of receipt of same.

31.03 In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to ~~an~~ additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings. Such leave may be approved if it does not interfere with the function of the department concerned.

31.04 Full Time Union Leave: Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to ~~an~~ employee elected or appointed to full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the time. Such leave if granted, shall be for a period of one (1) calendar year (in the case of the Union

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

ARTICLE 32 PREGNANCY LEAVE

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

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

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

(d) **(LICO and Non-LICO versions)** An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section **22** of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent **to** the difference between ninety-three percent **(93%)** of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following

completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

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

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

ARTICLE 33 **PARENTAL LEAVE:**

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

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

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

An employee who is **an** adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

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

(e) **(LICO and Non-LICO versions): An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in**

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

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

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

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

(g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for

a period of up to eighteen (18) weeks while the employee is on parental leave.

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

ARTICLE 34 EDUCATION LEAVE

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

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

(c) Where employees **are** required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the fill costs associated with the courses. Such time spent by employees shall be deemed to be work hours **as set** out in Article 20 and remunerated accordingly.

ARTICLE 35 JOB SECURITY

35.01 (a) **With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved**

in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

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

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

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

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined

locally, and shall consist of a least two representatives from each party.

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

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

35.02 Notice of Layoff

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

shall:

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

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

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

- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes **or** would cause a layoff or bumping.

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

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

35.03 Severance and Retirement Options

(a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 35.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, **on** production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

(ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 35.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may

be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

(b) Prior to issuing notice of layoff pursuant to article **10.02(a)(ii)** in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article **35.02(a)(ii)**.

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of **two** (2) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to **\$1,000.00** for every year less than age **65**, to a maximum of **\$5,000.00**.

NOTE: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) Benefits on Early Retirement: The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums

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

35.04 Staff Planning Committee

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

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

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

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

35.05 Layoff and Recall

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

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

(i) accept the layoff, or

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

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

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

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

be deemed to have accepted lay-off.

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

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

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

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

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

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

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

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

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

35.06 Benefits on Layoff

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

35.07 No Contracting Out

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

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting

out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

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

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

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

35.08 Work of the Bargaining Unit

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

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

ARTICLE 36

OLD EM EES

36.01 Employees who, through age or physical disability are, or become no longer capable of performing all of the normal functions of their work may, at the discretion of the Hospital, be retained in the employment of the Hospital, provided suitable work is available. In such cases, the wage provisions of this agreement may not apply for employees, and the Hospital shall have the right to establish what it considers an equitable rate of pay. **An** employee who believes he has not been dealt with in a fair manner under this provision, shall have the right to lodge a complaint in accordance with Article 9 of this agreement.

ARTICLE 37

TERMINATION OF EMPLOYMENT

37.01 Letters of Reprimand

The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than eighteen (18) months prior to the date of the matters under current consideration, except in circumstances where disciplinary action on related matters has occurred within the eighteen (18) period.

37.02 Employee's Files

Each Employee shall have access to her file for the purpose of reviewing **any** evaluations or formal discipline notations contained there in the presence of the Employer.

A Union Representative may also be present at the request of the employee. A copy of any documents will be provided to the employee at her request at a cost of ten cents (.10) per page.

ARTICLE 38 **RETIREMENT AGE**

38.01 The normal retirement age shall be sixty-five (65) years of age.

38.02 "Pension Plan" - All present employees enrolled in the Hospitals of Ontario Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

38.03 Upon notifying the Union, the Employer may however, at its sole discretion, continue to employ on a month-to-month basis, any person **after** he or she has attained retirement age.

ARTICLE 39 **HEALTH EXAMINATION**

39.01 When required by the Administration, the employees will submit to a physical examination, stool examination and/or culture including laboratory test, x-ray, inoculations and vaccination, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time by the Public Hospitals Act, R.S.O. 1970, Ch. 378 and amendments thereto and/or regulations passed thereunder.

ARTICLE 40 **JOB POSTING**

40.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy

within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

40.02 The postings referred to in Article 40.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

40.03 Employees shall be selected for positions under either Article 40.01 or 40.02 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

40.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article 40.01, employees in other S.E.I.U. bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 40.01 and selection shall be made in accordance with Article 40.03 above.

40.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in the bargaining unit who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in 40.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will

return to his former position.

When a temporary full-time or part-time vacancy is filled, a copy of the Temporary Transfer Form will be provided to the Chief Steward of the Union.

40.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

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

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

ARTICLE 41 **RELIEVING IN A HIGHER GRADE**

41.01 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in

the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

When relieving in a higher grade, the employee will receive no less an increase than the equivalent of one step of the wage grid, provided that the increase does not exceed the Maximum of the wage grid in which the employee is relieving.

ARTICLE 42 **COURT APPEARANCE/JURY AND WITNESS DUTY**

42.01 If an employee is required to serve as a juror in any Court of Law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

(a) notifies the Hospital immediately on the employee's notification that he will be required to attend Court;

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

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

In addition to the foregoing, where an employee is required by Subpoena to attend a Court of Law or Coroner's inquest in connection with a case arising from the employee's duties at the hospital on his regularly scheduled day ~~off~~, the Hospital will attempt to re-schedule the employee's regular day ~~off~~, it being understood that any re-scheduling shall not result in the payment of any premium pay. Where the Hospital is unable to re-schedule the employee and as result he is required to attend on a regular day

off, he shall be paid for all hours actually spent at such hearing at the rate of time and one half his regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to re-schedule his shift that day, the Hospital will attempt to re-schedule the shift to include the time spent at such hearing. It is understood that any re-scheduling shall not result in the payment of any premiums.

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

ARTICLE 43 WAGES AND RETROACTIVITY

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

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

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

If an eligible employee shall have terminated his/her employment since



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

ARTICLE 44 GENDER CLAUSE

44.01 Whenever in this agreement the singular and masculine gender is used, it shall include the plural and feminine gender.

ARTICLE 45 VOLUNTEERS

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

ARTICLE 46 TERMINATION AND RENEWAL

46.01 This agreement shall become effective on the 1st day of January, 1996, and shall continue in effect until October 10, 2001. It shall within the ninety (90) days next preceding the expiry date give written notice to the other of such notice of termination or amendment.

IN WITNESS THEREOF the parties have hereto executed this agreement this _____ day of _____, 1999.

FOR THE UNION

FOR THE HOSPITAL

PLUMMER MEMORIAL PUBLIC HOSPITAL

WAGE SCHEDULE
(January 1, 1996 - October 10, 2001)

OFFICE & CLERICAL RATES

<u>CLASSIFICATION DATE</u>	<u>BASIC</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
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Group 1

MEMORANDUM OF DECISION

RE: ARTICLE 6.02

- 1.) Seniority lists for all full-time and part-time employees shall be posted on the Union bulletin board and a copy provided to the Chief Steward twice a year. Seniority lists shall be posted January 1 and July 1.
- 2.) The above-noted seniority list will be utilized for all scheduling provisions of the collective agreement.
- 3.) Notwithstanding #2 above, for the purposes of job posting, layoff, and recall, an updated seniority list is prepared and utilized at the time of such job posting, layoff, or recall.
- 4.) Full-time seniority lists shall be based upon the date of hire or adjusted date of hire.
- 5.) Part-time seniority lists shall be based upon total number of tours or adjusted tours to date. A tour equals 7.5 hours.
- 6.) For those employees transferring from part-time to full-time or vice versa, credit for seniority is based on 1,725 hours or 230 tours per year.

Dated: February 5, 1996.

FOR THE UNION

Paul Middleton
Gerlinde Haefele

FOR THE HOSPITAL

Don Muio
Lorri Piazza

MEMORANDUM OF UNDERSTANDING

RE: ARTICLE 25.07

In extenuating circumstances only, an employee may request the carryover of a maximum of five (5) days or 37.05 hours of vacation entitlement from one calendar year to the next calendar year. Such request must be submitted in writing by December 1st to the immediate manager. If such request is agreed to, it is understood that the vacation carryover must be used by March 31st of the next calendar year.

Dated: February 5, 1996

FOR THE UNION

Paul Middleton
Gerlinde Haefele

FOR THE HOSPITAL

Don Muio
Lorri Piazza

MEMORANDUM OF UNDERSTANDING

Re: Article 35.01 and 35.04

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

Pursuant to the award of the Mitchnick board dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 35.01 and 35.04 while the terms of this collective agreement remain in effect.

Signed at Toronto, Ontario, this ____ day of _____, 1993.

FOR THE UNION

FOR THE HOSPITAL

Letter of Understanding re: 35.01 and 35.04.

Parties to agree on the outcome of the Chair selection by either the central parties or the Adams Board of Arbitration (as per. Adams Award, dated June 28,1999).

EMORA I OF NDERS'

RE: LAYOFF PROCEDURE

Full-time and Part-time

In recognition of Article 35.05 in the collective agreement, it is understood that the following layoff procedure will be utilized in implementing any future long-term layoffs of S.E.I.U. Office and Clerical bargaining unit employees:

- 1.) The Hospital will serve notice of layoff to the appropriate number of junior clerical employees in the applicable bargaining unit who may be subject to layoff and are likely to be unable to hold a position within the Hospital.
- 2.) The Hospital will serve notice of layoff and contact any senior employee(s) whose position has been declared redundant to ~~confirm~~ selection of one of the following options: (a) accept the layoff, (b) opt to retire if eligible under the Hospital's pension plan, (c) elect to transfer to a vacant position, or (d) exercise seniority rights and, displace the most junior clerical employee within the bargaining unit. It is understood that if the employee is in a multi-incumbent position that employee will displace the most junior employee within the same job classification.
- 3.) Responses will be submitted to Human Resources and the Bargaining Agent.
- 4.) **A** meeting will be scheduled with the Bargaining Agent, Chief Steward and Human Resources to finalize displacements and/or layoffs.
- 5.) Where senior clerical employee accepts the layoff or is, indeed, laid off due to a lack of qualifications to displace, the employee will be deemed to have received notice of layoff as required under the Employment Standards Act and the collective agreement ~~as~~ indicated in 2.) above.
- 6.) **An** employee on sick leave, W.S.I.B. or pregnancy/parental leave of absence will be given notice of layoff as per the collective agreement and the Employment Standards Act.

Dated: February 5, 1996

FOR THE UNION

Paul Middleton
Gerlinde Haefele

FOR THE HOSPITAL

Don Muio
Lorri Piazza

MEMORANDUM OF UNDERSTANDING

ARTICLE 40.07

Full-time and Part-time

The Parties agree that the trial period may be extended on mutual agreement of the Union, Employee and Hospital. **Any** extension will be in writing and specify the length of the extension.

Further, the Parties agree there is no trial period for new hires as implied by Article 40.07. New employees **fall** under Article 15.01 - Probationary Period.

Dated: February 5, 1996.

FOR THE UNION

Paul Middleton
Gerlinde Haefele

FOR THE HOSPITAL

Don Muio
Lorri Piazza

MEMORANDUM OF DECISIONS

RE: CONSOLIDATION OF DEPARTMENTS

- 1.) The goal of consolidating departments is to eliminate the duplication of work and to standardize working procedures. Therefore, for the purposes of this understanding, consolidation is defined as:

“Uniting at a one site location, two departments or functions, each currently providing the same service at different site locations eg.

Finance - Plummer Hospital Finance - General Hospital

- 2.) Further, it is the goal of the Parties to, where possible, have the jobs in the consolidated department first filled by the staff presently working in the two departments. In so doing, the Hospital will be sensitive to the seniority of these employees.

- i) If additional vacancies still exist, they shall be posted and filled in accordance with the collective agreement.
- ii) If surplus staff is identified as a sole result of the above, then the surplus staff, on a seniority basis, may elect to:
 - a) accept the layoff OR
 - b) exercise seniority in accordance with the provisions of the collective agreement.

- 3.) Prior to a consolidation, the Hospital shall meet with the Union Staff Planning Committee and discuss the duties to be performed, the work assignments, the hours of operation and the number of personnel required to staff the newly-consolidated department.

Dated: February 5, 1996.

FOR THE UNION

Paul Middleton
Gerlinde Haefele

FOR THE HOSPITAL

Don Muio
Lorri Piazza

YOUR group
benefits

**LIBERTY
HEALTH**

“Helping PEOPLE live *healthier, safer*, more *secure* lives.”

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SUMMARY OF BENEFITS

**GENERAL HOSPITAL/PLUMMER HOSPITAL
SAULT STE. MARIE**

- CLERICAL

GROUP CONTRACT NUMBER: 6085

EFFECTIVE DATE: REFER TO MASTER CONTRACT

ELIGIBILITY PERIOD: As stipulated by your Employer.

ISSUED: September, 1996

SUMMARY OF BENEFITS

Benefits Underwritten By Liberty Mutual Insurance Company

EXTENDED HEALTH BENEFITS (EHB)

Single Deductible - \$15. per benefit year.
 Family Deductible - \$25. per benefit year.
 100% reimbursement of eligible charges in excess of the deductible amount.

Paramedical Services - maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown above.

a) Clinical Psychologist:

First visit	- up to \$35.
Subsequent visits	- up to \$20. per hour
Maximum amount allowable	- \$200. per person per benefit year.

b) Registered Masseur:

Per treatment	- up to \$7.
Maximum number of treatments	- 12 per person per benefit year.

c) Speech Pathologist:

Maximum amount allowable	- \$200. per person per benefit year.
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Semi-Private Hospital Accommodation

Deductible - Nil.
 100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate.

Hearing Aids - Subject to the EHB deductible.

100% reimbursement up to the maximum amount allowable as shown on your Identification Certificate.

Vision - Subject to the EHB deductible.

100% reimbursement up to the maximum amount allowable as shown on your Identification Certificate.

EHB Overall Lifetime Maximum - Unlimited.

DENTAL BENEFITS

Plan 9

Deductible - Nil.

100% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

Dental Overall Maximum - Unlimited.

Fee Guide - Ontario Dental Association Fee Guide for General Practitioners as shown on your Identification Certificate.

Note:

A benefit year is any period of 12 consecutive months beginning from the date on which the first eligible expense is incurred.

If you have not enrolled for all the benefits described, please refer to your Identification Certificate for details of your personal coverage.

Your group health and dental benefit plan is underwritten by Liberty Mutual Insurance Company. However, we conduct business under the name "Liberty Health". Where statements of a contractual nature are included in this brochure, you will see the underwriter named. In all other cases, you will see references to Liberty Health.

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- i) your spouse or common-law spouse of the opposite sex;
- ii) unmarried, unemployed children under the age of 21 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- the last day of the month for which premiums have been paid;
- the last day of the month in which you cease to be eligible due to termination of employment, retirement, death, age limitation, change in classification, etc.;
- the termination date of the Group Contract.

CLAIMING BENEFITS

Assignment of Benefits to the Provider

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital, pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Liberty Health directly. No claim forms are necessary.

Direct Claims Submission

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

Claims should be submitted to: Liberty Health, Liberty Centre, 3500 Steeles Avenue East, Markham, Ontario L3R 0X4.

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

COORDINATION OF BENEFITS

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

EHB (EXTENDED HEALTH BENEFIT) PLAN

The benefits described below are available to you through Liberty Mutual Extended Health Benefit Plan when required as a result of sickness or accidental bodily injury.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Liberty Mutual from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

BENEFITS

1. **DRUGS - Formulary Two:** Drugs, serums, injectibles and insulin (needles, syringes and test-tape for use by diabetics) purchased on the prescription of a medical doctor and which are listed in Liberty Mutual Formulary Two, but not to include vitamins or vitamin preparations (unless injected), and drugs not approved for legal sale to the general public in Canada.
2. **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN); when such services are provided in the home or hospital by a Registered Nurse who is registered in the jurisdiction in which the services are performed and is neither a relative of the patient nor an employee of the hospital. RN services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Liberty Health. When the services are extended for more than 30 days, prior approval must be obtained from Liberty Mutual on a monthly basis.

- 3. PHYSIOTHERAPY:** Services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services. Reimbursement will be based on the amount that would have been allowed by OHIP if he/she were registered with them.
- 4. DIAGNOSTIC SERVICE:** Diagnostic services performed at a hospital.
- 5. PRIVATE ROOM:** Difference in cost between semi-private accommodation and a private room (not a suite) in a public general hospital.
- 6. ACCIDENTAL DENTAL:** Dental care necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within one year. Liberty Health must be notified immediately. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment.
- 7. PRIVATE HOSPITAL:** Charges up to \$10 a day to a maximum of 120 days per person while your coverage is in force for care in a licensed private hospital.
- 8. PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made boots or shoes or adjustments to stock item footwear.
- 9. DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.
- 10. MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
- 11. AMBULANCE:** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).

- 12. PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
- a. Clinical Psychologist;
 - b. Masseurs - when the patient's attending physician authorizes in writing that such treatment is necessary;
 - c. Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary.
- 13. EXTRA MEDICAL FEES:** Payment for the professional services of a physician where permissible by law and incurred while the person is travelling or temporarily residing outside his or her province of residence when the physician's fees are in excess of the medical association fee guide.

LIMITATIONS

Extended Health Benefits group coverage does not pay for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, Workers' Compensation Board, other government agencies or any other source.
- Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- Dental care (except as outlined under "Benefits").
- Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.

HOW TO CLAIM BENEFITS

When receipts (or bills) for allowable expenses exceed the deductible amount (if applicable) in any benefit period*, they should be sent with a claim form (usually obtained from your personnel office), to:

Liberty Health
 Liberty Centre
 3500 Steeles Avenue East
 Markham, Ontario
 L3R 0X4

All receipts (or bills) should be on the printed letterhead of the person providing the service and must show clearly:

- (a) Name of patient
- (b) Description of service provided (drug claims must indicate the prescription number, name, strength and quantity of the drug)
- (c) Date(s) of service provided
- (d) Amount charged for each service

When your claim has been processed, payment for the appropriate amount will be sent to you.

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received by Liberty Health not later than 90 days following the date of such termination.

TAKE IT WITH YOU

When an employee or dependant leaves the group, he/she can continue this benefit through a special non-group "pay direct" plan. This conversion privilege is particularly valuable to persons entering retirement, changing employment and to children who no longer qualify as dependants because of age, marriage or employment.

Application for this special non-group "pay direct" coverage must be made within 30 days of leaving the group; contact your Personnel Office for a brochure.

* "Benefit period" is defined in the "Summary of Benefits"

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SEMI-PRIVATE HOSPITAL ACCOMMODATION

SEMI-PRIVATE HOSPITAL ACCOMMODATION

BENEFITS

Semi-Private Hospital Accommodation - if you are hospitalized in a public general or convalescent hospital or in a contracted private hospital in accordance with the formal agreement between the hospital and Liberty Mutual, payment will be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge.

Chronic Care - if you are confined in a chronic hospital or chronic care unit of a public general hospital, payment will be made to a maximum of \$3 per day for semi-private accommodation for a total of 120 days per 12 consecutive months. Benefits are not payable for accommodation in psychiatric hospitals or nursing homes.

Out of Province

When semi-private hospital accommodation charges are incurred outside Ontario, Liberty Mutual will not pay an amount which is greater than it would pay for semi-private hospital accommodation when incurred in Ontario.

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HEARING AIDS

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HEARING AIDS

This benefit provides payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist.

Eligible charges include the cost of repairs and initial batteries.

Refer to your Identification Certificate for the amount and frequency of payment.

Benefits are not payable for ear examinations, tests, replacement batteries or expenses covered by the Workers' Compensation Board or any government plan.

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VISION

VISION

This benefit provides payment towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist.

Charges to repair existing frames or lenses are also covered.

Refer to your Identification Certificate for the amount and frequency of payment.

Benefits are not payable for the cost of eye examinations, industrial safety glasses or expenses covered by the Workers' Compensation Board or any government plan.

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DENTAL BENEFITS

DENTAL BENEFITS**DENTAL PLAN 9**

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Examinations - includes complete oral examinations once every 3 years and recall oral examinations once every 6 months

Consultations - with patient (maximum 2 units every 12 months) or with a member of the profession

Radiographs - includes complete series intra oral films once every 3 years, panoramic films once every 3 years, bitewing films once every 6 months

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests

Preventive Services- includes polishing (one unit of time once every 6 months), scaling, preventive recall packages once every 6 months, fluoride treatment, oral hygiene instruction and reinstruction once every 6 months

Fillings

Endodontic Services - includes root canal therapy, surgical and emergency services

Periodontic Services - includes periodontal surgery, root planing and occlusal equilibration (8 units of time every 12 months)

Denture Repairs, Minor Adjustment (after 3 months from insertion), Relining/Rebasing

Surgical Services - includes extractions, surgical incision/excision and frenectomy

Anaesthesia

In-office and Commercial Laboratory Charges - when applicable to the covered benefits

Limitation on Benefits Provided Outside Ontario

When you incur expenses outside Ontario, Liberty Mutual will not pay an amount which is greater than it would pay for such expenses when incurred in Ontario.

Benefits are not payable for:

- Services or supplies not listed under Benefits.
- Charges for complete or partial dentures, crowns, bridgework or orthodontic services, unless included as a rider with this plan.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint problems.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury,
- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.

- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical **files.**

Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your identification Certificate.

Services or supplies covered by any government plan.

- Services completed after termination of coverage.

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