

COLLECTIVE AGREEMENT

Between

**BLUEWATER HEALTH
(hereinafter called the "Hospital")**

and

**SEIU LOCAL ■ CANADA
(hereinafter called the "Union")**

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Agreement, to provide an orderly procedure for the prompt disposition of grievances, to establish and maintain working conditions, hours of work, and wages for employees covered by this Agreement.
- 1.02 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 2 – SCOPE AND RECOGNITION

See the Local Provisions Appendix L2

ARTICLE 3 – MANAGEMENT RIGHTS

See the Local Provisions Appendix L3

ARTICLE 4 – DEFINITIONS

- 4.01 Temporary Employees
Full-time and Part-time

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

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

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

- 4.02 Full Time employee shall mean an employee regularly scheduled for 75 hours per pay period.
- 4.03 Part Time employee shall mean an employee who works not usually more than an average of 24 hours per week over the posted schedule. Part time employees will be utilized to cover for full time employees absent due to leaves of absence, illness, vacation, or other such absences.

4.04 Permanent Part Time employee shall mean an employee regularly employed for more than twenty four (24) hours per week but less than Full Time employees. Permanent Part Time employees shall earn vacation, paid holidays and sick leave entitlement on a pro-rated basis in accordance with hours worked as Permanent Part Time. Health and welfare benefits will not be pro rated, the same as full time employees.

ARTICLE 5 – UNION SECURITY

5.01 Union Dues Full-time and Part-time

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

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

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

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

Dues deducted for the month shall be remitted to the Union by the 15th of the following month.

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 Interview Period Full-time and Part-time

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

5.03 Employees Lists
Full-time and Part-time

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made and their work site (if the bargaining unit covers more than one site) and the employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the Hospital agrees to provide the Union with the information in an electronic format (electronic mail) wherever possible. The parties will meet to discuss the format in which the information will be set out. The Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

ARTICLE 6 – NO STRIKE/LOCKOUT

Full-time and Part-time

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

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

See also Local Provisions Appendix L7

7.01 Grievance Committee
Full-time and Part-time

The Hospital will recognize a Grievance Committee composed of up to five (5) members from the bargaining unit. The purpose of the committee is to deal with grievances as set out in this Collective Agreement. The Employer agrees to pay Union Committee members his/her regular rate of pay for attendance at grievance meetings. The Grievance Committee shall have the right to have the assistance of representatives of SEIU Local 1 Canada for this meeting. It is understood and agreed that grievance meetings will progress as per the Collective Agreement.

7.02 Union Stewards
Full-time and Part-time

The Union shall have the right to elect or otherwise select a Union committee of eleven (11) employees it being understood that there will be two (2) Co-chairs from Bluewater Health.

The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement including the negotiations for a renewal of this Agreement. It is agreed that the negotiations committee will consist of six (6) committee members. It is further agreed that the Union Representative of Local 1 Canada may be present with the Committee.

The Union shall elect from amongst employees, Stewards whose duties shall be to assist employees in presenting their grievances to the designated representative of the Employer in accordance with the grievance procedure. The Union shall notify the Employer in writing of the names of the Union Committees and Stewards selected.

- (a) The Union Committee shall have the right at any time to have the assistance of representative(s) of SEIU Local 1 Canada, when meeting with the Employer or the Employer's representatives. Such meeting will be arranged with the Director of Human Resources or designate and will be held at a time and place mutually convenient to both parties.
- (b) In accordance with this understanding, it is agreed that:
 - (i) Each member of the said Union Committee shall receive his regular pay of all regularly scheduled working hours lost due to attendance at negotiation meetings with representative(s) of the Employer up to an including conciliation.
 - (ii) A Steward, the grievor(s) and, where applicable under this Agreement, members of the Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings with representatives of the Employer up to but not including arbitration.
 - (iii) Processing of grievances at Step 1 and 2 shall be arranged so far as reasonably possible between 08:30 and 16:30 hours.
 - (iv) Before leaving their regular work to undertake Union Business on behalf of the Union, the Union Committee Members or Steward will request permission of the Supervisor before leaving their work and will report back to their supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.
 - (v) In accordance with this understanding in Article 7:02 (b) (i) above, such employees shall be compensated by the Employer for time lost from regular hours of work while meeting with representatives of the Employer in dealing with matters arising out of this Agreement.
 - (vi) The Employer agrees to pay union committee members his/her regular rate of pay for attendance at labour-management and grievance meetings.

The Union Committee and the Employer shall meet each month at the times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by a letter from either party to the other party, containing an agenda of the subjects to be discussed. It is agreed that the Union Committee will consist of seven (7) committee members.

7.03 Central Bargaining Committee
Full-Time and Part-Time

In future central bargaining between Service Employees International Union and the Participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for 2 (two) days of preparation time for such central negotiating meetings with the Hospitals' Central Negotiating Committee.

Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one employee from a Hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) hospitals accordingly.

It is understood that this clause does not apply to a hospital that is not participating in Central Bargaining.

7.04 Local Negotiating Committee
Full-Time and Part-Time

It is agreed that the Negotiating Committee will consist of six (6) members. It is further agreed that the Union Representative of Local 1 Canada may be present with the Committee. Bargaining unit members shall receive his/her regular rate of pay of all regularly scheduled working hours lost due to attendance at negotiation meetings with representative(s) of the Employer up to and including conciliation.

7.05 Labour-Management Committee
Full-Time and Part-Time

The Union and Hospital will meet monthly for a Labour Management Committee Meeting, at times mutually agreed upon, providing there is business for joint consideration. Necessity for a meeting will be indicated from one party to the other party, containing an agenda of the subjects to be discussed. It is agreed that the Labour Management Committee will consist of five (5) representatives from each party. The Employer agrees to pay Union committee members his/her regular rate of pay for attendance at Labour Management meetings.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

Full-Time and Part-Time

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

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

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

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

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

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

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

Step 1

The employee shall submit the grievance, in writing, and signed by him, to

Bluewater Health. The employee may be accompanied by a Union Steward. Bluewater Health will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to Bluewater Health.

A meeting will then be held between Bluewater Health and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties. The Union Steward and the grievor shall suffer no loss of earnings for time spent during their regularly scheduled working hours for attendance at these meetings.

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 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 Grievance Committee.

8.06 Group Grievance

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

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union Steward, or by the Union Steward at Step 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

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

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

8.08 (a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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

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

- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to

impose a settlement and to limit evidence and submissions.

- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 – SENIORITY

*See also Local Provisions **Appendix L9***

9.01 Probationary Period Full-Time

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

Part-Time

A new employee will be considered on probation until he has completed 337.5

hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 hours of work. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority
Full-Time and Part-Time

Seniority shall be based on all paid hours and approved leaves (including pregnancy and parental leave) but shall exclude premium payment. It is understood that one (1) year equals 1950 hours.

An employee whose status is changed from Part Time to Full Time will receive a seniority position on the basis of nineteen hundred and fifty (1950) hours of part time work equalling one (1) year of full time seniority. Where the employee transfers from Part Time to Full Time employment in a different classification he/she shall be considered to be on a trial period as provided for in Article 11.08. If, during this period, the employee finds the job unsatisfactory, or is unable to meet the requirements of the position, the employee may voluntarily return, or be returned by the Employer to his/her former part time position without loss of seniority, subject to any changes which would have occurred had he/she not transferred to Full Time.

An employee whose status is changed from Full Time to Part Time shall receive credit for his/her full service and seniority. Where the employee transfers from Full-Time to Part Time employment in a different classification he/she shall be considered to be on a trial period as provided for in Article 11.08. If, during this period, the employee finds the job unsatisfactory, or is unable to meet the requirements of the position, the employee may voluntarily return, or be returned by the Employer to his/her former full-time position without loss of seniority, subject to any changes which would have occurred had he/she not transferred to Part Time.

9.03 Transfer of Service and Seniority
Full-Time and Part-time

Not Applicable.

9.04 Loss of Seniority
Full-Time and Part-time

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

- (a) employee quits;

- (b) retired;
- (c) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (d) 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;
- (e) employee fails to return to work upon the expiration of a leave of absence for or utilizes a leave of absence for a purpose other than that for which it was granted;
- (f) employee has been laid off for forty-eight **(48)** months;
- (g) is absent due to disability or illness or injury for a period of twenty-four (24) months or a period equivalent to the employee's length of seniority at the time the disability or illness or injury commenced, whichever is the lesser;
- (h) fails upon being notified of a recall to signify his/her intention to return within five (5) calendar days after he/she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) calendar days after he/she has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.
- (i) Part Time employees who do not make themselves available to work as required by the Hospital for three consecutive month shall have their employment terminated save and except where the employee is on a leave of absence approved by the Hospital.

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

9.05 Effect of Absence Full-Time

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

employee's continued coverage.

Notwithstanding the above, where an employee is on paid sick leave or receiving Workplace Safety and Insurance Board benefits or has qualified for Workplace Safety and Insurance Board and is awaiting payment, seniority for all purposes shall continue for a maximum of twenty-four (24) months.

Note:

The Pregnancy and Parental Leave and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

(NOTE: Above clause does not apply to current CEEH Service employees currently on LTD).

ARTICLE 10 – JOB SECURITY

Full-Time and Part-Time

- 10.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of lay-off 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 (3) 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 representatives of the Hospital and from the Union. There shall be up to five (5) representatives from the Union and shall consist of at least two (2) representatives from each party.

The Parties will agree to meet at Staff Planning to mutually agree to the implementation of the layoffs consistent with this agreement.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. 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.

It is understood that all of the above shall be completed in a timely manner.

10.02 Notice of Lay-off

(a) Union

There shall be at least five (5) months notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the Bargaining Unit.

(b) Employees

In the event of a layoff of a permanent or long term nature, the Employee will provide affected employees four (4) months notice or pay in lieu thereof. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within thirty (30) days after receiving notice of lay-off pursuant to article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (**16**) 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 thirty (30) days after receiving notice pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (**4**) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of lay-off 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 lay-off under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off 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) weeks' pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employee's normal weekly earnings.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

(c) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.

- ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

- (d) A full-time employee who has completed one year of service and
 - (i) whose lay-off is permanent, or
 - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

10.04 Regional Staff Planning Committees

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

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid

off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

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

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

10.05 Lay-off and Recall

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

in the event of lay off the following procedure will apply:

- (a) the classification, Department/Nursing Unit and status within which the lay off is to occur will be identified;
- (b) all probationary and temporary employees employed as identified above, employed within that classification, Department/Nursing unit will be laid off first.
- (c) Separate seniority and lay-off lists shall be maintained for Office and Clerical workers.
- (d) Employees identified in (a) above will be laid off in inverse order of seniority, providing that the employees who remain on the job then have the ability to perform the work.
- (e) **A Full Time** employee laid off pursuant to the procedure set out above shall have the option to either accept the lay off or displace the least senior **Full Time** employee working the equivalent or lesser hours, as **per** the hours band set out below, within any Department provided:
 - (i) such classification within the Department has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and,
 - (ii) has less seniority than the laid off employee.

The hours band is defined as increments of 7.5 hours as below:

- (a) 75.00
- (b) 74.99 – 67.50
- (c) 67.49 – 60.00
- (d) 59.99 – 52.50
- (e) 52.49 – 50.00

- (f) if the laid off Full Time employee is unable to displace a Full Time employee pursuant to the procedure set out above, the Full Time employee shall have the option to either take the lay off or to displace the least senior Part Time employee in any Department provided:
 - (i) such classification within the Department has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and, requires no further training other than orientation; and
 - (ii) has less seniority than the laid off employee.

The Full Time employee will be transferred to Part Time status while displacing a Part Time employee.

- (g) **A** Full Time employee displaced through the above procedure shall themselves be able to utilize this procedure.
- (h) **A** Part Time employee who has been laid off in accordance with the above, shall have the option to either accept the lay off or to displace the least senior Part Time employee in any Department provided:
 - (i) such classification within the Department has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and,
 - (ii) has less seniority than the laid off employee.

A Part Time employee displaced through the above procedure, shall themselves be able to utilize this procedure.

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 less seniority, who is the least senior employee in a higher paying classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

- (i) 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.
- (j) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (k) 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.
- (l) 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.
- (m) It is the sole responsibility of the employee who has been laid off to notify the Employer 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 Employer (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 Employer.
- (n) 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.
- (o) 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.

- (p) 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.
- (q) A laid-off employee shall retain the rights of recall for a period of twenty-four **(24)** months from the date of layoffs.

In all other cases of layoff, the Employer shall give each employee in the Bargaining Unit who has acquired seniority one (1) week's notice, provided, however, such notice shall not be required if the layoff occurs because of emergencies or any other condition beyond the reasonable control of the Employer.

Layoffs And Recalls

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

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

10.06 Benefits on Lay-Off

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

ARTICLE 11 – JOB POSTING

Full-Time and Part-Time

- 11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted by the Employer for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- 11.02 Notwithstanding the above, the Employer may fill, at its own discretion, without posting, vacancies, which may arise for periods not expected to exceed five (5) months. In filling such short-term vacancies, the Employer shall consider those employees within the department on the basis of the criteria set out in Article 11.04.

- 11.03 Applicants must make written application for such vacancy by submitting it to the employee relations department during normal business hours.
- 11.04 Criteria for selection: In the case of promotion or transfer, employees shall be selected 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.
- 11.05 An employee requesting to be considered for a job posting vacancy will complete the transfer request form by December 31st for the following year.
- 11.06 The successful applicants' name will be posted on the approved bulletin board immediately following the selection for a period of 7 days. The unsuccessful candidates will be notified in writing.
- 11.07 Job postings shall stipulate the qualifications for the position, classification, hours of work and shift requirements, rate of pay and department. A copy of the posting shall be sent to the Co-chairs.
- 11.08 The successful candidate shall be allowed a trial period of up to thirty (30) worked days. If the employee proves unsatisfactory during that time or if the employee finds the position unsatisfactory, the employee will be returned to his/her former position and the rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. Newly hired probationary employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. In the event that a part time employee was transferred to full time employment as a result of this placement, such employee shall be returned to her former part time position.
- 11.09 The Employer may temporarily fill any vacancy while observing the procedure set forth herein.
- 11.10 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 or an opportunity arises which allows the employee to change his or her permanent status.
- 11.11 Part-Time Temporary Vacancies
Part Time employees will be given the opportunity to temporary vacancy of up to five (5) months or the length of the leave permitted by law in the case of pregnancy/parental leave when a Full Time employee is on a approved leave of absence. If there is an extension needed, the Employer will notify the Union in writing to the reasons for the extension and it will be posted. The re-posting may be waived with the mutual agreement of the Union and the Employer.

An employee who has filled a temporary vacancy will not be entitled to apply for another temporary vacancy for a period of two (2) years except in the following circumstances:

No other qualified candidate has applied for the Full Time temporary position.

The placement of the employee in the temporary Full Time vacancy is necessary as part of an accommodation for medical reasons.

The resultant vacancy will be filled by a temporary employee. Employees working as temporary will continue to be covered by the Terms and Conditions of the Bargaining Unit.

ARTICLE 12 – NO CONTRACTING OUT

Full-Time and Part-Time

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

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

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

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

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

ARTICLE 13 – WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

Full-Time and Part-Time

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.

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

13.02 Employment Agencies
Full-Time and Part-Time

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

13.03 Volunteers
Full-Time and Part-Time

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ratio of R.N.'s to R.P.N.'s
Full-Time and Part-Time

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

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

13.05 RPN Utilization
Full-Time and Part-Time

At the request of the Union, the Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

ARTICLE 14 – TECHNOLOGICAL CHANGE

Full-Time and Part-Time

- 14.01 The Hospital undertakes to notify the Union, through the Labour/Management Committee, in advance, as far as practicable, of any technological changes which the Hospital has decided to introduce, which will significantly change the status of the Employees of the bargaining unit.
- 14.02 The Hospital agrees to discuss, with the Labour/Management Committee, the effects of such technological change on the employment status of the Employees and to consider practical ways and means of minimizing the adverse effects, if any, on the Employees concerned.
- 14.03 Where new or greater skills are required than were already possessed by the affected Employees under the present method of operation, the Hospital agrees to meet with the Union to discuss the effect of the change and to review the steps to be taken to implement the change and educate the staff, where necessary.
- 14.04 Employees who are subject to lay-off due to technological change, will be given notice of such lay-off at the earliest reasonable time, and in keeping with the requirements of the applicable legislation, the provisions of Article 10.05 will apply.

ARTICLE 15 – LEAVES OF ABSENCE

See also Local Provisions Appendix L15

15.01 Bereavement Leave Full-Time and Part-Time

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive working days off without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt, uncle, niece, or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

15.02 Education Leave

Full-Time and Part-Time

- (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 full costs associated with the courses.
- (d) Employees required by the Hospital to attend training courses outside of their normal hours of work shall be paid for time spent in the courses at their regular hourly rate.

15.03 Jury and Witness Duty

Full-Time

- (a) 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:
 - (i) notifies the hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) 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 rescheduling shall not result in the payment of any premium pay. Where the hospital is unable to reschedule the employee and, as a result, he is required to attend 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 (i), (ii) and (iii) above.

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

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

Part-Time

- (c) 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:
 - (i) notifies the hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (d) 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 a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (i), (ii) and (iii) above.
- (e) It is agreed that Bluewater Health will not be required to pay for lost wages where it results from employees who have been issued a subpoena from a case arising from another Employer.

15.04 Pregnancy Leave Full-Time

- (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) 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 plan 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.

Pregnancy Leave

Part-time

- (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) 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 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 on the basis of what the employee's normal regular hours of work would have been.
- (9) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

15.05 Parental Leave Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies 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 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.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental 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 (2) 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 parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had 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.

Parental Leave

Part-Time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies 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 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.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental 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 parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to

eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

15.06 Full-Time Union Office
Full-Time and Part-Time

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (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.

15.07 Union Leave
Full-Time and Part-Time

- (1) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of sixty (60) days provided such leave does not interfere with the continuance of efficient operations of the workplace. Such leave shall be subject to the following conditions:
 - (a) not more than eight (8) employees of the Employer are absent on any such leave at the same time, and not more than two (2) employees from a department.
 - (b) no one such leave of absence shall extend beyond two weeks;
 - (c) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
 - (d) such request shall state the general nature of the function to be attended.
 - (e) employees on Union leave of absence will be paid for such leave by the Employer. The Employer will then forward a statement of

such wages to the Local 1 Canada Union office for reimbursement of the stated amount. The Union shall reimburse the Employer for such wages within a reasonable period of time.

- (2) Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union Office. It is understood that no more than one (1) employee in the Bargaining Unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the Parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.08 Pre-Paid Leave Plan Full-Time and Part-Time

Purpose

The Pre-Paid Leave Plan is a plan developed to afford full-time and part-time employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

Description

The following shall constitute the Pre-Paid Leave Plans available:

- i) three (3) years deferral of one-quarter of annual salary in each year followed by one year of leave;
- ii) four (4) years deferral of one-fifth of annual salary in each year followed by one year of leave;
- iii) five (5) years deferral of one-sixth of annual salary in each year followed by one year of leave;

Qualifications

Any employee having five (5) years' seniority with the Employer is eligible to participate in the plan.

Application

- i) an employee must make written application to the Vice-president Human Resources or designate, on or before January 31 requesting permission to participate in the Plan;
- ii) the application form shall set out the period in which the Plan is to be effected and the fiscal year in which the employee requests the leave;

- iii) applications are to be processed in order of receipt by the Vice-president Human Resources, or designate;
- iv) written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made;
- v) approval of individual requests to participate in the Plan shall be at the sole discretion of the Employer.

Terms of Reference

- i) Leave granted under this clause is not permissible if extended leave has been granted under any clause of this Agreement within the three (3) years prior to application.
- ii) On return from leave, the employee will be returned to his/her former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.
- iii) All benefits shall be kept whole during the period of the deferral plan. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Full time employees will not be eligible to participate in the disability income plan during the year of leave.
- iv) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Vice-president Human Resources. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- v) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within three (3) months.
- vi) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.

- vii) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (a) A statement that the employee is entering the pre-paid leave program in accordance with the collective agreement.
 - (b) The period of salary deferral and the period for which the leave is requested.
 - (c) The manner in which the deferral salary is to be held.
The letter of application from the member to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.
- viii) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave, in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.

15.09 Personal Leave

Full-time and Part-time

The Employer may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the workplace. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application shall clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) calendar days.

Employees needing unpaid personal leave days for appointments with medical practitioners may apply for personal leave, which leave will not be unreasonably withheld.

15.10 Medical Care and Emergency Leave

Full-time and Part-time

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

15.11 Compassionate Care Leave Full-time and Part-time

The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care 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 16 – HOURS OF WORK

See also Local Provisions Appendix L16

16.01 Daily and Weekly Hours of Work Full-Time and Part-Time

The standard work week shall be thirty-seven and one half (37.5) hours and the standard work day shall be seven and one-half (7.5) hours, exclusive of an unpaid meal break, provided that employees complete seven and one-half (7.5) hours of work within an eight (8) hour period and the said thirty-seven and one-half (37.5) hours shall be averaged over a 75 hour bi-weekly scheduling period for all employees.

The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by the Agreement.

Employees will not be scheduled to work more than seven (7) consecutive days.

For shifts affected by the change from daylight saving time to standard time and vice-versa, the employee shall be paid for hours: the night shift shall be paid in the Spring; seven and one half (7.5) hours and in the Fall; eight and one half (8.5) hours.

16.02 Rest Periods

- (a) Employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts Full-time and Part-time

See Local Provisions Appendix L16.

ARTICLE 17 – PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay Full-Time and Part-Time

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule **A** in this agreement.

17.02 Definition of Overtime (Overtime Premium)

Full-Time

All current Collective Agreements shall be amended to the extent necessary to provide for the payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half hours in a tour of duty or seventy-five hours in a bi-weekly period, it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. It is understood and agreed that notwithstanding the foregoing, where the existing provisions of the Collective Agreement provide for the payment of an overtime premium after fewer than seven and one-half (7½) hours in a day or seventy-five (75) hours in a bi-weekly period for any employees, such provision shall continue to apply to such employees.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

Part-Time

Employees shall be entitled to payment of time and one-half (1½) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

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

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

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

17.03 Reporting Pay

Full-Time and Part Time

- (a) Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours.

- (b) If an employee is called into work to replace an employee who fails to report at the commencement of his/her scheduled shift, and such employee reports within the hour of being called and works the entire shift, then such employee will be paid for the entire shift.

17.04 Standby
Full-Time and Part-Time

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.00 per hour for all hours on standby. Effective October 11 2008, the standby pay shall be increased to \$3.20 per hour.

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

17.05 Call Back
Full-Time and Part-Time

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

17.06 Shift Premium
Full-Time and Part-Time

- (a) Employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked between 1500 and 0800 hours.
- (b) The shift premium will be paid on all hours worked after 1500 hours on a

shift other than a day shift (7.5 hours). For purposes of this Agreement, it is understood that a regular day shift is one which starts before 1100 hours.

17.07 Responsibility Allowance Outside the Bargaining Unit
Full-Time and Part-Time

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit for a period of one shift or more, the employee shall be paid, in addition to his regular hourly rate, a premium of 15% of his regular hourly rate for each hour during which he is performing said assigned responsibilities.

17.08 Overtime - Lieu Time
Full-Time

In lieu of overtime pay as described in Article 17.02, an employee may take equivalent time off with pay at a mutually agreeable time within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week. Where no agreement is reached, the employee shall be paid in accordance with Article 17.02.

Where an employee chooses the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

17.09 Paid Time to Working Time
Full-Time

Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.10 Weekend Premium
Full-Time and Part-Time

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish.

ARTICLE 18 – ALLOWANCES

See also Local Provisions Appendix L18

18.01 Meal Allowance Full-Time and Part-Time

When an employee is required to and does the work for two (2) or more hours of overtime after his normal shift, he shall be provided with a hot meal or seven dollars (\$7.00) 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 two (2) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the seven dollars (\$7.00) payment.

18.02 Uniform Allowance Full-Time

See the Local Provisions Appendix L18.

18.03 Transportation Allowance Full-Time and Part-Time

When an employee is required to travel to the Hospital or to return to their home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by their own vehicle at the rate of thirty-five cents (\$0.35) per kilometre (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 – HEALTH AND SAFETY

See also Local Provisions Appendix L19

19.01 Accident Prevention - Health and Safety Committee Full-Time and Part-Time

See the Local Provisions Appendix L19

19.02 Protective Clothing Full-Time and Part-Time

Safety Shoes

Safety shoes of a type and style to be determined by the Employer shall be worn at all times while on duty by employees in the following classifications:

Emergency Medical Attendant
Maintenance Person, Certified
Maintenance Person
Maintenance Helper
Stores Person
Stores Helper
Dietary Stores Person
Lab Assistant II
Kitchen Person
Groundskeeper
Emergency Response Officer
Housekeeper II

Employer will provide an allowance of \$150.00 per pair. Replacement will be as required, but shall not be more frequent than once per year, except for reasons acceptable to the Employer/Health and Safety Committee.

Such footwear must be Health Centre and CSA approved and receipts **will** be required.

19.03 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- i Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- ii If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- iii If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- iv If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.

- v If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- vi This letter shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 20 – PAID HOLIDAYS

See also Local Provisions Appendix L20

20.01 Payment for Working Overtime on a Holiday **Full-Time**

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 times his regular straight time hourly rate for such additional authorized overtime.

Part-Time

If a part-time employee works on any of the designated holidays listed in Article 20 of the Full-time Agreement, the employee shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday.

20.02 Paid Holidays **Full-Time**

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

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

In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) verified illness or accident which commenced in the current or previous

pay period in which the holiday occurred;

- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) an authorized leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Employer;
- (e) the employee's regular scheduled day off.

An employee who qualifies under Article 20.02 and is required to work on any of the above named holidays, will at the option of the Employer, receive either;

- (a) pay for all hours worked on such day at the rate of one and one-half the employee's regular straight time rate of pay in addition to his regular straight time rate of pay or
- (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

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

If a paid holiday falls during the employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

Where a lieu day has been scheduled and the employee wishes to reschedule such lieu day, the employee may do so with the approval of their supervisor, provided that such request to reschedule was received by the supervisor at least forty-eight (48) hours prior to the commencement of that shift. Approval to reschedule such lieu day may be approved by the employee's supervisor if it does not conflict with operational efficiencies or results in additional costs to the Employer.

Part Time Only

If a Part Time employee is required to work on any of the holidays listed in Local Provisions Appendix L20, the employee shall be paid at the rate of time and one-half **(1%)** her regular straight time hourly rate for all hours worked on such holiday.

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

ARTICLE 21 – VACATIONS

See also Local Provisions Appendix L21

21.01 Entitlement and Calculation of Payment Full-Time

Employees with six (6) months of service shall be entitled to annual vacation of one and one-quarter (1.25) days for each completed month of service and shall be paid six percent (6%) of their earnings during the vacation year.

Vacation entitlement is:

- (1) an employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of their anniversary date shall be entitled to annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- (2) an employee with more than five (5) years of continuous service but less than thirteen (13) years of continuous service as of their anniversary date shall be entitled to an annual vacation of four **(4)** weeks with pay at his regular straight time hourly rate.
- (3) an employee with more than thirteen (13) years of continuous service but less than **twenty-two** (22) years of continuous service as of their anniversary date shall be entitled to an annual vacation of five weeks with pay at his regular straight time hourly rate.
- (4) An employee who has completed more than **twenty-two** (22) years of continuous service but less than **twenty-eight** (28) years of continuous service as of their anniversary date shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.
- (5) An employee who has completed **twenty-eight** (28) or more years of continuous service as of (the date for determining vacation entitlement in each Hospital) shall be entitled to seven (7) weeks' annual vacation with

pay. For clarification, an employee will not be eligible to receive the seventh (7th) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

Part-Time

All Part Time employees shall be paid vacation pay based on the following formula:

Employees with six (6) months of service shall be entitled to an annual vacation of one and one quarter (1¼) days for each completed month of service and shall be paid six per cent (6%) of their earnings during the vacation year.

Employees with more than one (1) year of continuous service but less than five (5) years of continuous service as of their anniversary date shall be entitled to an annual vacation of three (3) weeks and shall be paid six (6) per cent of earnings during the vacation year.

Employees with more than five (5) years of continuous service but less than thirteen (13) years of continuous service as of their anniversary date shall be entitled to an annual vacation of four (4) weeks and shall be paid eight (8) per cent of their earnings during the vacation year.

Employees with more than thirteen (13) years of continuous service but less than twenty-two (22) years of continuous service as of their anniversary date shall be entitled to an annual vacation of five (5) weeks and shall be paid ten (10) per cent of their earnings during the vacation year.

Employees with more than twenty-two (22) years of continuous service but less than twenty-eight (28) years of continuous service as of their anniversary date shall be entitled to an annual vacation of six (6) weeks and shall be paid twelve (12) per cent of their earnings during the vacation year.

* An employee who has completed twenty-eight (28) or more years of continuous service as of (the date for determining vacation entitlement in each Hospital) shall be entitled to seven (7) weeks' annual vacation and shall be paid fourteen percent (14%) of their earnings during the vacation year. For clarification, an employee will not be eligible to receive the seventh (7th) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

21.02 Approved Leave of Absence During Vacation

Full-Time

- (i) Where an employee's scheduled vacation is interrupted by serious illness or injury, the period of such illness or injury shall be considered sick leave provided that the employee submits a satisfactory medical certificate to the Employer. The portion of an employee's vacation deemed to be sick leave will not be counted against the employee's vacation credits.

- (ii) Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the period of such bereavement leave shall be as set out in Article 15.01 and the period of bereavement leave will not be counted against the employee's vacation credits.
- (iii) Where an employee's scheduled vacation is interrupted by the Employer calling him/her into work, they shall be paid the applicable overtime rate and their vacation will be re-instated.

ARTICLE 22 – HEALTH AND INSURED BENEFITS

Full-Time Only

22.01 Insured Benefits

- (a) The Employer will provide the Group Life insurance Plan and will pay 100% of the billed premium for present and future employees covered by the Plan at the Hospital.
- (b) The Employer agrees to pay 75% of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital.

Current employees of CEEH Clerical and former OPEIU at Sarnia shall maintain the 100% employer paid premiums for semi private.

- (c) The Employer agrees to contribute 100% of the billed premium toward coverage for eligible employees in the employ of the Employer under the Blue Cross Extended Health Care Plan (or equivalent), providing for \$10.00 single and \$20.00 family deductible including for formulary 3 drugs (dispensing fee cap of \$10.00 and generic brand substitution).

NOTE: The Employer will contribute 75% of the premium cost for Vision Care.

In addition to the standard benefits, coverage will include hearing aides to a maximum of \$400.00 every sixty (60) months, vision care to a maximum of \$200.00 every 24 months plus bi-annual eye exams, paramedical services to a maximum of \$500.00 per year for all services, private duty nursing to a maximum of \$25,000 per year and a deluxe travel package for those employees currently on benefits. Coverage also includes same sex spouse/partner.

Current employees of CEEH Service will maintain the vision care provision of \$200/ every 12 months for dependants.

- (d) The Employer shall contribute 75% of the billed premium for coverage of eligible employees in its employ for coverage under the dental plan (Blue Cross #9 or its equivalent, current ODA fee schedule), including a nine (9) month recall for adults and six (6) month recall for children less than

eighteen (18) years of age, provided the balance of the monthly payments are paid by the employees through payroll deductions.

The parties agree that the dental plan covers riders 2 and 4.

(e) The Employer agrees that all benefit plans will cover dependants until age twenty-five (25) while still attending post-secondary institutions or those dependants that have a disability.

(f) Benefits on Early Retirement: Effective March 4, 2006

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.

22.02 Change of Carrier

Full-Time

A copy of all current master policies of the benefits referred to in this article shall be provided to the Union.

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

22.03 Pension

Employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the plan.

Full-time and Part-time

On date of hire or during appropriate orientation the Hospital will provide full and part-time employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet.

22.04 Benefits for Part-Time Employees

The hourly wage rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all temporary and part time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 14 %.

The hourly wage rates payable to a Part Time employee include compensation in lieu of all fringe benefits which are paid to Full Time employees except those specifically provided to Part Time employees in this Agreement. Holiday pay is included in the percentage in lieu of. It is further understood and agreed that pension is included in the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part time employees may enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions.

Part Time Employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is (14%) fourteen percent.

ARTICLE 23 – INJURY AND DISABILITY

23.01 Workers' Compensation Injury Full-Time and Part-Time

In the case of an accident which will be compensated by the Workers' Compensation Board, the employer will pay the employee's wages for the day of accident.

ARTICLE 24 – SICK LEAVE

Full-Time

24.01 The Employer will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure. The Employer will pay seventy-five percent (75%) of the billed premium towards the coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan) the employee paying the balance of the billed premium through payroll deductions. The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

Effective the 1st day of the month following the transfer, all existing sick leave plans in the workplace affecting the employees in the Bargaining Unit shall be terminated and any provisions relating to such plans shall be null and void under this Collective Agreement except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee (from previous plan terminated in 1976) shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his/her regular straight time hourly rate. The sick leave bank shall be utilized to supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages.

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

If no supervisory personnel can be reached within the employee's Department, the message must be left with the switchboard operator at the workplace. This message must include the employee's name, position and reason for absence. Employees should ask also the telephone operator's name in case of any confusion in the delivery of the message.

If an employee is absent for three (3) or more consecutive working days:

- i) proof of illness shall be established in every case by a qualified Medical Practitioner unless such proof is waived by the Employer's Occupational Health Services Department,

and
- ii) the employee shall report to the Occupational Health Services Department for clearance for return to work.
- iii) The Hospital shall pay the full cost of any medical certificates required of an the employee.

Only continuous service in the Full-Time Bargaining Unit will be considered for the purpose of determining an employee's eligibility or entitlement under any part of HOODIP.

Short Term and Long Term Disability Plans

- i) The Employer will pay up to 100% of the benefit for eligible employees under the Short Term Disability Plan which will apply during the first fifteen (15) weeks of absence.
- ii) The Employer will pay 75% of the billed premium for eligible employees under the Long Term Disability Plan which will apply after the thirtieth (30th) week of absence.
- iii) Only continuous service will be considered for the purpose of determining employee eligibility or entitlement under the Short Term and Long Term Disability Plans.
- iv) The Short Term and Long Term Disability Plans are described in the Bluewater Health, "Health Centre Benefits Information Plans."

The parties acknowledge that employees shall in all cases comply with Employee Health policies and in cases where the employee has not complied with statutory requirements for medical tests and clearances, then such employee shall not work until in compliance with such statutory requirements and such period of non-work shall be without pay.

The parties agree to co-operate in the furtherance of the goal of having employees who meet all required standards of health.

(Note: The existing sick leave provisions at CEEH Clerical for current employees will continue- as a Letter of Understanding)

24.02 Workplace Safety and Insurance Board
Full-Time and Part-Time

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from the Workplace Safety and Insurance Board if his/her claim was approved, or the benefit to which he/she would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks. Upon notification of a successful WSIB claim, and receipt of monies by the Employer, the employee's entitlement under the short term portion of HOODIP or equivalent plan, will be reinstated to the extent that it was utilized to cover the pre-approval period of the WSIB claim.

ARTICLE 25 – COMPENSATION

25.01 Experience Pay
Full-Time and Part-Time

An employee hired by the Hospital with recent and related experience, may claim, at the time of hiring on a form supplied by the Hospital, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

25.02 Promotion to a Higher Classification
Full-Time and Part-Time

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not

exceed the wage rate of the classification to which he has been promoted).

25.03 Temporary Transfer
Full-Time and Part-Time

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

25.04 Job Classification
Full-Time and Part-time

- (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 and provide details at least fourteen (14) days prior to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such 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 date that the Union raised the issue with the Hospital.

25.05 Wage and Classification Premiums
Full-time and Part-time

See *Local Provisions Appendix L25*.

25.06 Job Descriptions
Full-time and Part-time

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request.

25.07 Progression on the Wage Grid
Full-time and Part-time

Not Applicable.

ARTICLE 26 – RELATIONSHIP

Full-Time and Part-Time

26.01 Both parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised with respect to the membership or activity in the Union, or non membership of any employee in the Union, which is hereby recognized as voluntary act on the part of the individual concerned. No employee of the Employer shall be discriminated against because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, colour or ethnic origin.

26.02 There will be no Union activity or solicitation for membership on the Employer's premises.

ARTICLE 27 – EDUCATION FUND

Full-Time and Part-Time

27.01 If the Local Union indicates to the Hospital that a special assessment of \$0.03 per hour for Union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

Such assessment along with a listing of employees will be paid on a quarterly basis into a trust fund established and administered by the applicable SEIU Local Union for this purpose.

ARTICLE 28 – PROFESSIONAL RESPONSIBILITY

Full-Time and Part-Time

28.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns to either the Joint Health and Safety Committee (as constituted under the Collective Agreement's Local Appendix) or the Labour Management Committee (as constituted under Article 7.05) through their Union Representative in a format to be determined by the respective committee.

28.02 RPN Certification

(The following Article is applicable to RPNs only)

A nurse is required upon request to present to the Chief Nursing Officer or designate before April 10th of each year, evidence that her or his Certificate of Registration is in good standing and currently in effect, unless the Hospital uses the College of Nurses of Ontario automated registration process. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital.

ARTICLE 29 – DURATION

29.01 Renewal

Full-Time and Part-Time

Notwithstanding the foregoing provisions, in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

LOCAL PROVISIONS APPENDIX

ARTICLE L1 - STATEMENT OF RELIGIOUS PURPOSE

Not applicable.

ARTICLE L2 - SCOPE AND RECOGNITION

2.01 The Employer, being Bluewater Health recognizes the Union as the exclusive bargaining agent for all employees of Bluewater Health employed at Petrolia, Ontario and Sarnia, Ontario save and except: Supervisors and Coordinators, persons above the rank of Supervisor or Coordinator, Professional Medical Staff; Graduate and Undergraduate Nursing Staff, Graduate and Undergraduate Pharmacists, Graduate and Undergraduate Dieticians; Paramedical Employees, Stationary Engineers, persons engaged in research work; Buyers, Non-Union office and clerical staff; Human Resources Staff; Senior Executive Assistants, Executive Assistants, Administrative Assistants, Financial Analysts, Cost Accountant, Assistant Accountants (business office, payroll, accounts payable), Payroll Assistants, Senior Clerk – Payroll Personnel, Chaplains, Safety and Disability Claims Officer, Facilities Planning and Development Consultant, Technical Specialist, Pathology Consultant, PACS Administrator, Information Services Staff; Librarian, Students employed on summer employment programs, work experience or other sponsored programs and any employee covered by any other Collective Agreement.

NOTE: Paramedical Employees include employees working in the following classifications at Bluewater Health: Senior Pharmacist; Registered Pharmacist; Non-Registered Pharmacist; Senior Registered Respiratory Care Practitioner, Registered Respiratory Care Practitioner, Respiratory Clinical Instructor, Senior Speech/Language (MA); Speech/Language (MA); Speech/Language (BA); Speech Pathologist; Communicative Disorders Assistant; Senior Social Worker (MSW); Social Worker (MSW); Social Worker (BSW); Senior Counsellor 1 (MA); Counsellor 1 (MA); Counsellor II (BA); Psychometrist (MA); Psychometrist (HBA) Psychometrist (BA); Psychometrist; Discharge Coordinator; Senior Physiotherapist; Senior Occupational Therapist; Registered Occupational Therapist; Registered Physiotherapist; Non-Registered Occupational Therapist; Non-Registered Physiotherapist; Senior Chiropodist; Chiropodist; Senior Recreation Therapist; Recreational Therapist/Kinesiologist; Recreationist; Senior Therapeutic Dietician; Therapeutic Dietician; Dietician (BSW); Senior Technologist/Senior Lab Technologist; Clinical Instructor; Charge Technologist; Senior Ultrasound/MRI Technologist; Ultrasound/MRI Technologist; Registered Technologist; Non-Registered Technologist; Senior Cardiology Technologist; Cardiology Technologist; Pathology Technician; Student Technician; Senior EEG Technologist; EEG Technologist; Non-Registered EEG Technician; Senior Biomedical Technologist; Biomedical Technologist; Biomedical Technician; Biomedical Student; Senior Cardiology Technologist; Non-Registered ECG Technician; Audiologist; Mental Health Worker; Orthopaedic Technician; Physiotherapy Assistant; Senior Laboratory Assistant; Rehabilitation Assistant;

Occupational Therapy Aide; Technician 1 (includes: Physiotherapy Aide, Activation Assistant); Technician 2; Technician 3 (includes: Pharmacy Technician, Laboratory Assistant); Technician 4 (includes: Physiotherapy Technician) and Technician 5 (includes: certified EEG/EMG/ENG/ECHO).

2.02 The Union is recognized as the sole collective bargaining agency for all employees of the Bargaining Unit as defined herein and the Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE L3 – MANAGEMENT RIGHTS

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

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

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

3.02 The Employer agreed to provide the Co-chairs with the names of Department Managers and Supervisors in departments having employees covered by this Agreement. The list will be provided each January but the Employer will give notice to the Co-chairs of changes as they occur in order to keep the list current.

ARTICLE L7 – UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee Full-time and Part-time

The number of employees on the Grievance Committee shall be up to five (5).

7.04 Local Negotiating Committee Full Time and Part Time

The number of employees in the local negotiating committees shall be up to six (6).

ARTICLE L9 – SENIORITY

9.06 A copy of the seniority list will be posted on the Union Bulletin Boards, showing the employees name and the seniority hours and will be brought up to-date in March and September of each year according to the records of the Employer. After such posting, the seniority lists shall be final except as to any employee who disputes under the grievance procedure, the accuracy of his/her seniority date within thirty (30) days after the list is posted. The Employer agrees to supply the London Union Office, the Union Co-chairs with copies of the seniority list giving the list of names, addresses and classifications of the employees.

Seniority shall be based on all paid hours and approved leaves (including pregnancy and parental leave) but shall exclude premium payment. It is understood that one (1) year equals 1950 hours.

Credit for seniority for the purposes of Job Postings, Layoff and Recall will be accorded for all leave for reasons of pregnancy taken between 1971 and 1989. The period for such credit shall not exceed four (4) months per pregnancy and the employee must provide proof of such absence.

ARTICLE L15 – LEAVES OF ABSENCE

15.07 Union Leave Full-Time and Part-Time

- (1) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of sixty (60) days provided such leave does not interfere with the continuance of efficient operations of the workplace. Such leave shall be subject to the following conditions:
 - (a) not more than eight (8) employees of the Employer are absent on any such leave at the same time, and not more than two (2) employees from a department.
 - (b) no one such leave of absence shall extend beyond two weeks;

- (c) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
 - (d) such request shall state the general nature of the function to be attended.
 - (e) employees on Union leave of absence will be paid for such leave by the Employer. The Employer will then forward a statement of such wages to the Local 1 Canada Union office for reimbursement of the stated amount. The Union shall reimburse the Employer for such wages within a reasonable period of time.
- (2) Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union Office. It is understood that no more than one (1) employee in the Bargaining Unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the Parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

ARTICLE L16 – HOURS OF WORK

16.03 Wherever possible, the Employer will provide consecutive days off rather than alternate or staggered days. Also, the Employer will endeavour where practicable to schedule an equal number of weekends off. Should an employee work three consecutive weekends, he/she will be paid the applicable premium rate save and except where:

- (i) such weekend or part thereof has been worked by the employee to satisfy specific days off requested by such employee; or
 - (ii) such employee has requested weekend work; or
 - (iii) such weekend or part thereof is worked as a result of an exchange of shift with another employee.
- (a) If an employee works more than one shift in a 23 hour period or has less than 12 hours off between scheduled shifts, the second shift will be paid at time and one half.
- (b) Where an employee works two consecutive shifts, or a full time employee is called in on his regularly scheduled day off, he may request another scheduled shift off within seven (7) calendar days. The granting of this request shall be subject to the operational requirements of the Employer, but shall not be unreasonably withheld.

- (c) Authorized work performed in excess of seven and one half (7.5) hours of work per day or seventy-five (75) hours of work in the two (2) week scheduling period shall be considered as overtime and paid for at the rate of time and one-half of the employee's straight time hourly rate of pay.
- (d) Where an employee who is regularly scheduled to work an average of 37.5 hours per week over the scheduling period, is called into work on a scheduled day off he shall be paid at the rate of time and one-half for all such hours worked.
- (e) Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of change in shift at the request of an employee or exchange of shifts between employees. In the above circumstances, the employees will be paid straight time for hours worked.

For All Employees Working Rotating Shifts

- (i) there will be not less than forty-eight (48) hours off after the completion of a tour of two (2) or more night shifts and the commencement of a change in shift from night shifts without the consent of the employee.
- (ii) in respect of the employee who normally rotates, the Employer will schedule the employee to work days and evenings or days and nights where practicable.
- (iii) Night shift will be considered the first shift of the day.
- (iv) Double time will be paid for a double shift, ie fifteen (15) consecutive hours - 7.5 hours at straight time and 7.5 hours at double time. Where an employee is scheduled to work 11.25 hours and is requested to work another 3.75 hours, then the additional 3.75 hours worked will be paid at double time. These will be considered consecutive hours. This overtime must be authorized by the Supervisor.

16.04 The Employer will use its best endeavours to maintain and achieve the following objectives in the formulation of working schedules. Such objectives shall not be applicable, and premium pay shall not be payable, as a result of exchange of shifts or days off between employees or when accommodating a change of schedule at the request of the employee.

- (a) (i) Schedules shall be posted, except in cases of an emergency, a minimum of four (4) weeks in advance. The Employer will endeavour to distribute part-time hours within a department on an equitable basis.
- (ii) A copy of completed call in sheets will be maintained in each department.

- (iii) The Hospital shall provide the Union with a copy of the master schedule at least thirty (30) calendar days prior to implementing any change to the schedule.
- (b) Employees will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's unless the employee agrees otherwise. When the five (5) day period occurs at Christmas it shall include the period from 23:30 hours December 23 to 23:30 hours December 26. When the five (5) day period occurs at New Year's it shall include the period from 23:30 hours December 30 to 23:30 hours January 1. This provision shall not apply to employees who are normally scheduled to work Monday to Friday.
- (c) During the period December 15 to January 15, the provisions and conditions respecting scheduling in this Agreement shall be waived in favour of the Employer. However, the Employer will use its best endeavours to adhere to the scheduling provisions during this period.

16.05 The Employer will notify full time employees at least 48 hours and part time employees 24 hours prior to cancellation of any shift. If such notification is not given, the Employer will pay such employee the rate of time and one half for the next shift worked. In the event of cancellation, Part-time employees will be cancelled before Full-time employees.

16.06 No employee will benefit from working at both sites in one (1) or more jobs where it results in overtime/premium pay. The employee will advise the Employer as to their availability to work scheduled or offered shifts such that the Employer will incur no overtime or premium pay as a result of normal scheduling.

16.07 Employees who wish to make requests for specific time off shall do so wherever practicable, at least two (2) weeks before the posting of the schedule in which the time requested off occurs.

The Employer will make every effort to honour such requests, subject to the needs of the Employer.

16.08 A mutual is a mutually agreed exchange of two (2) full shifts between two (2) employees within a 30 day period. The exchanged shifts must be of equal hours. Such exchange shall not result in premium or overtime payment by the Employer.

Subject to the prior approval of the Program Director/Coordinator, employees may mutually agree to exchange regular days off or shifts. The agreement shall be made in the prescribed computerized method and submitted at least forty-eight (48) hours prior to the exchange.

Subject to the approval by the Program Director/Coordinator/Designate, there may be less than forty-eight (48) hours notice given by employees who wish to exchange shifts, and telephone consents may be permitted.

The employees will be notified via Office Automation regarding denial of mutuals.

16.09 Where the Hospital determines that it is necessary to introduce shift work into a department the Hospital shall provide the Union with sixty (60) days notice of its intention to do so. During the sixty (60) day period, the Hospital shall, upon request, meet with the Union to discuss the Hospital's proposal.

In the event the Hospital introduces new permanent stopping and starting times, they shall notify the Union at least sixty (60) days prior to the introduction of the new starting and stopping times. If requested by the Union, the Hospital shall meet to discuss the new starting and stopping times prior to implementation.

16.10 Compressed Work Week

- a) A compressed work week shall be introduced in any department based on Employee interest and subject to the approval of the Hospital.
- b) Employees will be required to work an additional half-hour each day, Monday to Thursday, to be eligible for the fourth Friday off with pay. The additional half-hour accumulated will be taken at a mutually convenient time.
- c) Compressed work weeks shall only apply to Employees who work Monday to Friday day shift, thirty-seven and one-half (37½) hours per week.

16.11 Call Ins

When a drop in census or change of site is necessary during any shift that an employee has been called in for the called in employee will be the first to be displaced or moved from site to site, not an employee who is working their regularly scheduled shift. If there is more than one employee called in for any shift then the last called in employee would be the first displaced.

Call In Procedure

1. SEIU employees are to be called on a "rotational basis". (Example: Offer the shift to the most senior Part-Time on the home unit; the next shift required you would start at the next senior Part-Time, etc. – call-ins start where you left off).
2. There are four classifications in SEIU for the call ins which do not result in overtime rates:
 - Full Time
 - Permanent Part Time
 - Job Share
 - Part Time

3. The order of call in is as follows:

- (a) Part Time
- (b) Job Share
- (c) Permanent Part Time
- (d) Float

Always start with the Home Unit's Part-Time and Job Share. If unable to cover the shift, go to the Home Unit's Permanent Part Time. Only then can you call the float list (PT/PPT/JS from other units).

4. For overtime, one seniority list on a rotating basis:

*Once a call is made, immediately move on to the next person on the list. Indicate the appropriate code on the call in record to track activity.

5. If you are unable to cover the shift with Part Time but are able to cover with a Job Sharer, or Permanent Part Time, for the next call in you again start with the Part Time.

Call in Guidelines:

1. Call in sheets must be left out on the unit. This will ensure an accurate record is kept of who to call next.
2. Do not call individuals to offer shifts when they are off due to vacation or stats.
3.
 - (a) If, on the schedule, staff have indicated they are "not available" assume this means for the entire day unless they have specified otherwise.
 - (b) If, during a call in, staff have indicated they are "not available" assume this means for that shift unless they have specified otherwise.
4. It is not necessary to wait any length of time between calls. Once a call is made, proceed to the next individual on the list.
5. Individuals may only give a maximum of two numbers to be called (i.e. home and cell).
6. Only a live employee can accept a shift (no answering machine, spouse, etc.)
7. When trying to get coverage, don't break up a shift, i.e. if looking to cover a 12, don't offer it as an 8 and a 4 (unless the shift is for an area where one of the employee groups does not work 12 hour shifts).

8. When multiple shifts are available:
 - i) If there is more than one shift available on the same day, offer the first employee their pick of which one they will accept, if any;
 - ii) If shifts are for different days, each one should be treated as a separate call.
9. Before going outside of the bargaining unit our members will have the rights to any hours.
10. When a drop in census or change of site is necessary during any shift that an employee has been called in for the called in employee will be the first to be displaced or moved from site to site, not an employee who is working their regularly scheduled shift. If there is more than one employee called in for any shift then the last called in employee would be the first displaced.
11. For the cancellation of shifts the Sarnia site is separate from the Petrolia site unless the parties agree. Furthermore the parties agree that those departments currently cross trained will not be subject to this Article.

16.12 Job Share

Re: Job Share Agreement

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

The Manager must then post for part-time staff to share the job, which will be in accordance with Article 11 of the Collective Agreement.

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

1. Job Sharing, for the purposes of this agreement, shall be defined as the sharing of the hours and the responsibilities of a seven (7) day work week by two (2) existing employees; one (1) full-time employee and one (1) part-time employee.
2. Once a full-time employee has indicated his/her desire to Job Share, the part-time component of that arrangement shall be determined by seniority subsequent to a posting inviting applications from all part-time employees.
3. Job Sharers shall be considered part-time employees and shall be subject to the provisions and enjoy the protection and entitlements of the appropriate Collective Agreement, unless otherwise amended by this agreement.

4. The number of Job Sharing agreements in a department is subject to the discretion of the Manager. Such agreements shall not be withheld in an unreasonable or arbitrary manner.
5. Both employees will prepare and agree upon a time schedule with an equitable distribution of hours. They will submit their schedule to the Manager for approval and posting.
6. It is expected that both job-sharers will cover each other's vacation and incidental illness. If, because of unavoidable circumstances, one cannot cover the other, the Program Director/Coordinator/Designate must be notified to book coverage.

(Note employees on job share arrangements prior to April 1 2006 shall be expected to cover only each other incidental illness.)

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

likewise the part-time group in the part-time seniority list.

13. This agreement can be decided null and void by either party (Employer or Union) with written notice ninety (90) days. In this event all Job Sharers revert to their former positions.

16.13 Innovative and Flexible Scheduling

The parties may negotiate and enter into extended tour and innovative/flexible scheduling agreements, on behalf of employees covered under this Collective Agreement. Such negotiations shall be undertaken by the Labour Management Committee and shall be subject to ratification by the employees concerned. Such agreement shall be deemed ratified where sixty- percent (60%) of the members affected vote in favour of the agreement. The Hospital will endeavour to make its best efforts to accommodate requests for such agreement subject to operational requirements. The Sample Extended Tour and Flexible/Innovative Scheduling Arrangements are as follows:

Scheduling - Extended Tours

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

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

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

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

Extended tours may be discontinued in any unit when:

- i) sixty percent (60%) of the employees (both full time and part time) assigned to the unit so indicate by secret ballot, or
- ii) the Employer because of:
 - a) adverse effects on patient care,
 - b) inability to provide a workable staffing schedule
 - c) where the Employer wishes to do so for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue extended tours in the schedule.

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

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

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

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

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

- | | | |
|------------------------|---|--|
| Hours of Work | - | 12 |
| | - | No split shifts |
| | - | There will not be less than a period of 11.25 consecutive hours off between shifts worked by an employee and not less than seventy-two (72) hours scheduled off when changing from night tours to day tours. |
| | - | No more than three (3) consecutive extended tours shall be scheduled unless by mutual agreement. |
| | - | A minimum of forty-eight (48) hours off shall be scheduled at a time. |
| | - | Working re leveling over six (6) week period. |
| Hours Paid | - | 11.25 |
| Overtime | - | Paid at 1½ times regular rate after 11.25 hours per shift |
| | - | Any 4 th or consecutive tour is 1.5 overtime. |
| Lunch and Rest Periods | - | 45 minutes paid |
| | - | 45 minutes unpaid |
| First Shift of the Day | - | Nights |
| Shift Premium | - | As per the Collective Agreement |

Statutory Holidays	-	<u>Full Time Statutory Worked</u> 11.25 hours at 1½ x regular rate plus 7.5 hours lieu day at regular rate <u>Full Time Statutory Not Worked</u> 7.5 hours at regular rate
Sick Time	-	Pro-rated on an hourly basis - 562.5 hours
Vacation	-	Pro-rated on an hourly basis - 3 weeks vacation = 10 extended tours - 4 weeks vacation = 150 hours = 13.25 extended tours

ARTICLE L18 – ALLOWANCES

18.02 Uniform Allowance

Where the Employer requires an employee to wear a uniform, the Employer shall either provide a uniform to the employee or provide to the employee a uniform allowance. The decision concerning which of the above is to be provided shall be at the sole discretion of the Employer. In the case of the Maintenance Department, each employee will have seven (7) complete sets of uniforms provided to them bi-annually and early replacement of damaged or worn uniforms will be on an as needed basis.

Where the Employer decides to provide a uniform, it shall be selected and obtained by the Employer and shall be of such style, texture and colour as may be designated by the Employer.

The Employer will pay an annual allowance of \$100.00 per year for uniforms to all employees in the Bargaining Unit who are required by the Employer to wear uniforms while on duty which the Employer does not supply. Such allowance will be paid monthly.

Tool Allowance

Once approved by the Employer, tools will be provided to maintain the building facilities.

ARTICLE L19 – HEALTH AND SAFETY

19.01 Accident Prevention- Health and Safety Committee

- .01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- .02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst Bargaining Unit employees.

- .03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- .04 Employees who attend meetings of the Committee at the time when they are off duty shall be paid their regular straight time hourly rate for all time actually spent in the meeting.
- .05 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.
- .06 Meetings shall be held every second month or more frequently at the call of the Co-chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- .07 Any representative appointed or selected in accordance with Article L19.01 (.02) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- .08 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- .09 The parties acknowledge that employees shall in all cases comply with Employee Health policies and in cases where the employee has not complied with Statutory requirements for medical tests and clearances then such employee shall not work until in compliance with such Statutory requirements and such period of non-work shall be without pay.
- .10 The parties agree to co-operate in the furtherance of the goal of having employees who meet all required standards of health.

Health and Safety

Full-Time and Part-Time

1. It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness.

The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

2. The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
3. The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
4. Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
5. An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
6. Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

ARTICLE L20 – PAID HOLIDAYS

Full-Time

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

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

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

Part-Time

The holidays referred to in Article .08 (a) are as follows:

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

ARTICLE L21 – VACATIONS

It is understood and agreed that in Article 21 "week" means a standard work week as defined in Article 16. Accordingly, the five levels of vacation entitlement consist of the following hours of scheduled work time:

3 weeks	-	112½ hours
4 weeks	-	150 hours
5 weeks	-	187½ hours
6 weeks	-	225 hours
7 weeks	-	262.5 hours

- .01 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workplace Safety and Insurance Board benefits), leaves of absence or other unpaid periods (except leaves for Union business) which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.
- .02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor.

In addition should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

Employees shall indicate their vacation preferences for the period from June 1st to December 15th if any to their Department Head by March 1st. This vacation schedule shall be posted by March 31st.

Employees shall indicate their vacation preferences for the period January 15th to May 31st if any to their Department Head by August 1st. This vacation shall be posted by August 31st.

Employees shall indicate their vacation preferences for the period December 15th to January 15th by submitting a vacation request to their Department Head by October 1st. This vacation will be posted by November 15th.

- .03 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Employer, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Employer will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.
- .04 In the event of the death of an employee, the Employee's estate shall receive such vacation pay as may stand to the credit of the deceased employee.
- .05 Employees who leave the employ of the Employer for any reason shall be paid the vacation allowance due to them at the time of their termination as provided herein.
- .06 Any rescheduling of vacation must be mutually agreed to between the employee and his Department Head. Requests to reschedule vacation must be provided to the employee's supervisor at least three (3) weeks prior to the previously arranged commencement date of vacation.
- .07 Vacation entitlement shall be taken by December 31st of the year in which the entitlement has been earned. Employees may draw from their vacation entitlement in advance of their anniversary date but will be paid for only the vacation credit which has been earned. Vacation taken but not earned will be paid to the employee on the pay next following his anniversary date. By mutual agreement between the Employer and the employee, an employee may carry vacation entitlement into the following calendar year, to be taken by March 31st. If any employee fails to schedule vacation prior to December 31st or by written request has not scheduled vacation by March 31st, the employee's Immediate Supervisor may schedule any vacation entitlement owing.

Part-Time

The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor.

In addition should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

Employees shall indicate their vacation preferences for the period from June 1st to December 15th if any to their Department Head by March 1st. This vacation schedule shall be posted by March 31st.

Employees shall indicate their vacation preferences for the period January 15th to May 31st if any to their Department Head by August 1st. This vacation shall be posted by August 31st.

Employees shall indicate their vacation preferences for the period December 15th to January 15th by submitting a vacation request to their Department Head by October 1st. This vacation will be posted by November 15th.

ARTICLE L25 – WAGES

25.01 Wages shall be paid on an hourly basis of pay. Wages shall be paid in accordance with Schedule " A .

25.02 All employees are paid every second Wednesday and there should be no variation of advancing pay to employees.

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

25.04 The formula for wage progressions shall be 1 year = 1950 hours worked.

25.05 Lead Hand Positions in the following departments, SPD, Dietary, Stores, Housekeeping will receive 10% in addition to regular rate of pay.

ARTICLE L30 – MISCELLANEOUS ITEMS

30.01 The Employer will provide an office for the Union, to be shared with other Unions representing other health care employees, as designated by the Employer.

30.02 Personal File

An employee upon written request shall have an opportunity to view his personal file. The information an employee may review would be:

- a) application form
- b) written warnings and evaluations
- c) incident reports
- d) medical file, provided it is reviewed on site and in the presence of the Director of Occupational Health and Safety or designate.

All discipline will be removed from an employee's file after eighteen (18) months providing there have been no similar occurrences.

30.03 Bulletin Boards

The Employer shall provide bulletin boards on the following locations: three (3) on Norman/Russell, two (2) on Mitton and one (1) on the CEE site. The bulletin boards shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

30.04 Harassment In The Workplace

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

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

30.05 Violence In The Workplace

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

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

30.06 Retroactivity

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

30.07 Termination Of Employment

It is mutually agreed that employees severing their employment with the Employer shall give the Employer one week's notice.

Should the parties fail to comply with this clause, the Union Committee shall meet with the Employer's Committee to determine what action shall be taken for the said failure to comply with the above section provided, however, that the Employer may discharge forthwith any employee for cause subject to Article 8.07 of this Agreement.

LOCAL LETTERS OF UNDERSTANDING

Between:

BLUEWATER HEALTH

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1 CANADA

I. JOB DESCRIPTION/NEW CLASSIFICATION

It is important that the job description will be reviewed with the incumbent and a representative of the Union prior to the job description being finalized by the Manager/Department Head responsible for the job.

It is also understood that this process is not intended to create new classifications or wage rates for existing classifications, however, it is understood that if a job description is substantially altered, then the provisions of Article 25.04 will be applied. The application of Article 25.04 may result in:

- 1) no change to the existing wage; or
- 2) an increase to the wage rate; or
- 3) incumbent(s) salary(ies) being redcircled if it is found that the existing wage exceeded the salary which was deemed to be appropriate for that position. In the event of redcircling of the incumbent(s) salary(ies) redcircling will continue to apply until the wage rate for the redcircled position exceeded the redcircled rate or when the incumbent transfers to another position, the appropriate wage shall be determined in accordance with Schedule "A – Wages.

2. RE: TRADES SUB COMMITTEE MEETINGS

The Parties, as noted above, agree that one representative of each licensed trade will meet on a monthly, or as required basis, with the Management of the Plant Operations and Maintenance Department to discuss issues which arise related to departmental operations.

Issues relating to the interpretation, application or administration of the Collective Agreement will not be subject of discussion in the Trades Sub Committee meeting.

5. (a) If the same hours of work on the home unit becomes available again, the employee who did not exercise their bumping rights will be offered the available shift.
 - (b) If the same hours of work on the home unit becomes available again, the employee who did exercise their bumping rights can return to their unit only if staffing requirements can be met on the unit that was bumped to.
6. If a cancelled employee has no bumping options, their name will be circulated to other units where they are qualified to work, as the first person to be called in if those same hours become available.

5. RE: MENTORSHIP

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the Unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Hospital will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Hospital will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful of future opportunities.

The Hospital will pay the nurse for this assigned additional responsibility, a premium of sixty cents (60¢) per hour, in addition to her or his regular salary and applicable premium allowance.

(Reference – Mentorship Program Policy)

6. RE: SCHEDULING EXTENDED TOURS – 2 DAY/2 NIGHT

- (a) When the Hospital and the Union agree, the 2D 2N Extended Tour Schedule may be instituted when sixty percent (60%) of the full-time and part-time employees on a particular unit have so indicated by secret ballot. For Employees who indicate to their unit Manager that they do not wish to work Extended Tours, the Hospital will endeavour to schedule these

Employees on a normal rotation.

- (b) When less than sixty percent (60%) of the staff on a particular unit vote, as outlined in Paragraph 1, in favour of the 2D 2N Extended Tour Schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N Extended Tour Schedule, other Extended Tours and normal (7.5 hour) tour in a particular unit.
- (c) The sixty percent (60%) figure above may be varied by mutual agreement of the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- (9) A trial of the 2D 2N schedule shall run for any twenty-four (24) week period agreed to by the parties; after which a further vote of the Employees on the Unit will be conducted. Where at least sixty percent (60%) of the Employees of the Unit indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
- (g) (i) 2D 2N schedule may be discontinued in any unit when:
 - a) sixty percent (60%) of the Staff on the unit, so indicate by secret ballot, or
 - b) the Hospital decides to do so because of:
 - A) adverse effects on patient care or operational requirements.
 - B) inability to provide a workable staffing schedule; or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary and states its intention to discontinue the Extended Tours in the schedule.
 - c) When notice of discontinuation is given by either party in accordance with number(ii) above then:
 - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - B) where it is determined that the 2 day/2 night schedule is to be discontinued, the schedule will be discontinued sixty (60) days after that date of the meeting in (B) above.

- d) The Local Union shall be informed of the results of the secret ballot within seven (7) days.
- (h) The scheduling provisions contained in Articles 16 and 17 are applicable except as amended below:
- (i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this the Employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
 - (ii) An Employee shall receive premium pay for all hours worked on a fourth (4th) consecutive and subsequent weekend until a weekend off is scheduled, save and except:
 - (a) Such weekend has been worked by the Employee to satisfy specific days off required by such Employee; or
 - (b) Such Employee has requested weekend work; or
 - (c) Such weekend is worked as the result of an exchange of shifts with other Employees.

or

 - (d) The Employee has not worked the full shift on Saturday and Sunday. Such weekends will not be included in counting consecutive weekends worked.
- (i) All schedules will be done on the basis that each full-time Employee will be scheduled for 1,950 hours per year.

The parties agree the Letter of Understanding signed on September 10, 2007 is null and void.

7. RE: FLOAT PROCEDURE

The following provisions outline the guidelines to provide Part-Time (excluding Job Share, Permanent Part-Time and Full-Time) employees with the option to work on a float basis in another unit/department/classification apart from an employee's home unit/department/classification on the following terms:

1. In this agreement, a float employee is one who has a home unit/department, but who may work on a floating basis in another unit/department/classification.
2. All relevant provisions of the Collective Agreement will apply to employees who work float shifts.
3. Each unit/department with a float list shall have a set number of float positions on that list. The number of float positions on the list shall not change without proper approval by management. Vacant positions on float lists will be awarded under Article 11.

4. An employee may float to one unit/department/classification apart from her/his home unit/department/classification.
5. An employee on a float list will only be offered a shift after all employees on the unit have declined to work the vacant shift that needs to be filled (Call-in Procedure).
6. A schedule for a unit/department will not be posted showing any scheduled time for any float employee. Shifts for float employees will be made available and awarded only through the call-in procedure. At the time a shift is offered, the float employee being offered the shift must notify the Employer if she/he will be in an overtime situation.
7. A float employee will only be scheduled for vacation relief:
 - (a) The float's home unit/department has posted the schedule meeting all scheduling requirements.
 - (b) The unit/department requesting the vacation relief must have met all scheduling requirements.
 - (c) The float must have written approval from her/his manager/delegate to fill such vacation relief request. No request will be unreasonably denied.
8. Once a float has accepted a shift/shifts in another unit/department/classification in accordance with this Letter of Understanding, the said float will no longer be available to their home unit/department for such shift/shifts.
9. This agreement does not create a guarantee of hours or of scheduled shifts.
10. No employee will accept a float shift if that shift would conflict with a shift she/he is scheduled to work on her/his home unit/department.
11. An employee may not cancel herself/himself or "book off" (N/A) from her/his home unit/department in order to float to another unit/department/classification.
12. A float list employee who refuses 6 call-in shifts in a three (3) month period will be removed from the list. Prior to removing an employee from the float list, the Union shall be notified by the Department Manager. Removal is subject to the grievance procedure.
13. Any issues arising out of this Agreement shall be dealt with at a Labour/Management meeting. As well, the parties agree to review this agreement within one (1) year after it has been implemented, at which time it may be renewed or amended by mutual agreement or discontinued by either party upon written notice to the other.


8. **As a result of harmonization, the Parties have agreed to remove the following classifications from the wage grid:**

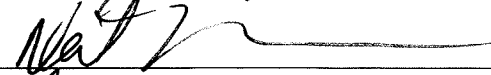
Orthopaedic Assistant
 Laboratory Assistant
 Senior Lab Assistant
 Head Cook Certified
 Baker
 Aide O.R.
 Aide Physiotherapy
 Restorative Worker
 Mail Porter
 Patient Porter
 Cook's Helper
 Linen Porter
 Lead Hand Linen
 Bookkeeper
 Medical Steno EEG
 Secretary Float
 Secretary Social Work
 Secretary Physiotherapy
 Secretary Foundation
 Ambulance Service Clerk
 Senior Business Office
 Clerk Film Library
 Applications Clerk
 Senior Transcriptionist
 Lead Health Records Tech.


Nursing Home Assistant
 Hospice Assistant
 Pharmacy Technician
 Physiotherapy Assistant
 Short Order Cook Certified
 Aide O.T.
 Aide Recreation
 O.T. Workshop Assistant
 Orderly
 ICC Aide
 Housekeeper 1 & 2
 Pot Washer
 Dark Room Assistant
 Clerk WCB
 Secretary Education Services
 Maintenance Clerk
 Unit Secretary
 Secretary Radiology
 Secretary Property Management
 Inventory Clerk
 Secretary Occ. Health & Safety
 Computer Operator
 Acting Lead Transcriptionist
 Program Analyst

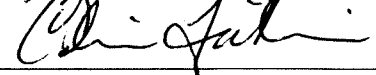
Dated in Sarnia this 14 day of April, 2009.

FOR THE HOSPITAL




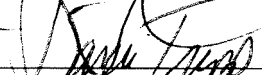


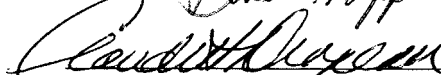





FOR THE UNION









CENTRAL LETTERS OF UNDERSTANDING

Between:

BLUEWATER HEALTH

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1 CANADA

1) WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location: _____ Department/Unit: _____

Type of Work Being Performed: _____

Number of Staff on Duty: _____ Usual Number of Staff on Duty: _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below:

To correct this problem, I/we recommend:

Name/Title of Immediate Supervisor Notified:

Date/Time of Notification: _____

Response: _____

Signature of Employee(s) & Printed Name(s) on Line Below:

I/We do not agree with the resolution of my concern.

2) **LETTER OF UNDERSTANDING RE: LOCAL HEALTH INTEGRATION NETWORKS**

Full-time and Part-time

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Staff Planning Committee, in accordance with Article 10.

3) **LETTER OF UNDERSTANDING RE: TRANSFORMATION IN HEALTH CARE**
Full-time and Part-time

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 24 month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

4) **LETTER OF INTENT RE: STAFF PLANNING COMMITTEE AND CHARNEY BOARD**

The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, G. Charney, S. Raymond, F. Briggs or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and

reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

5) LETTER OF INTENT RE: JOINT NURSING INITIATIVES COUNCIL

The parties agree to form a joint provincial nursing initiatives council. The nursing council will be composed of representatives of the Service Employees International Union Local 1.0n and the Participating Hospitals and Ontario Hospital Association. The nursing council will make its decisions by consensus.

The Committee will consist of three members from each party (not including staff members). The cost to participate in this Committee will be at the expense of the respective parties.

The mandate of the nursing initiatives council will be:

1. To promote the full scope of practice for RPNs, and assess the current and potential economic efficiencies with a commitment to provide the highest standards of quality patient care.
2. To have meaningful consultation regarding RPN/RN ratios as it relates to skill mix in the best interest of patient care;
3. To promote and expand nursing education and life long learning as it relates to the College of Nurses of Ontario professional standards;
4. To provide information and support of RPNs through open communication.

The nursing initiatives council will:

1. Meet within 90 days following ratification of the Memorandum of Settlement.
2. Seek advice and participation from such professional practice researchers and others (e.g. College of Nurses) as the Nursing council deems appropriate.
3. Identify resources required by the nursing council to carry out the mandate including exploring jointly any funding required for these resources.
4. The nursing council will be co-chaired by a hospital representative and a representative from SEIU.

5. The nursing council recommendations will be presented in the form of a report to the participating hospitals and SEIU Local 1 on RPN division.
6. The final recommendations from the joint nursing council will be presented to the Participating Hospitals.
7. Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN concerns and initiatives.

6) LETTER OF INTENT RE: INNOVATIVE/FLEXIBLE SCHEDULING

See Local Provisions Appendix L16.

Where the local parties agree, arrangements regarding innovative/flexible scheduling may be entered into between the parties at the local level.

Such innovative schedules may be subject to the following principles:

- (a) These schedules may pertain to full-time and/or part-time employees;
- (b) Such arrangements shall be established by mutual agreement between the Hospital and the Union.

7) MODEL AGREEMENT -EXTENDED SHIFT ARRANGEMENTS

Not Applicable.

8) LETTER OF UNDERSTANDING – PART TIME CALL-IN PART-TIME

Where the parties agree at the local level, part-time call-in for non-scheduled, non-overtime shifts will be offered on a rotating basis. For clarity, the purpose of this letter is to ensure that all part-time employees are offered shifts in a fair and equitable manner by seniority.

9) LETTER OF UNDERSTANDING– JOINT HEALTH AND SAFETY INITIATIVES COUNCIL

Full-time and Part-time

In recognition of the shared interest by Hospitals and SEIU in employee health, safety and wellness, the parties will establish a Joint Council to gather information, discuss and make recommendations on the health, safety and wellness of SEIU represented employees in the workplace. The Council will be comprised of equal representation from the OHA and SEIU.

The parties will invest in this Council the authority and, on a cost shared basis, the funds it needs to fulfil its mandate. Specifically, the mandate of the Council may include, but is not limited to, the following:

1. The Council will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study;
2. The use of experts in employee health, safety and wellness, if required;
3. Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc...);
4. For the purposes of this Council, items may include, but are not limited to, discussions on promoting and maintaining healthy workplace initiatives, healthy lifestyles, ergonomics, and early/safe return to work.
5. The Council will consist of two members from each party (not including staff members) for a total of four members and will meet on a quarterly basis.
6. The parties agree that the Union members on the committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending committee meetings.

The parties will meet within 90 days of the ratification of the Memorandum of settlement to agree on the work of the Council, including costs, and other items as deemed appropriate.

10) RE: LIABILITY INSURANCE
Full-Time and Part-Time

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

11) LETTER OF INTENT RE: JC BENEFITS REVIEW COMMITTEE

The central parties agree to meet in a joint committee to be established pursuant to this letter of intent. The committee will meet to discuss the following:

- Topic of and make recommendations regarding modified work and HOODIP within a 6-month period;
- Entitlement and costs associated with the insured benefit coverage provided to active and retired employees; and
- Where possible, review and evaluate the findings of other committees established to discuss benefits.

The Committee will make recommendations to their respective Central Bargaining Teams prior to the commencement of the next round of bargaining.

12) **LETTER OF INTENT RE: STANDARDIZATION COMMITTEE**

The central parties agree to establish a committee that will meet and confirm the contents of a standard format within 90 days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

13) **LETTER OF UNDERSTANDING RE: VOLUNTARY PART-TIME BENEFITS**

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 22.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

Dated in Sarnia, this 14 day of April, 2009.

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A" – WAGES

	EFFECTIVE OCTOBER 11, 2006				EFFECTIVE OCTOBER 11, 2007				EFFECTIVE OCTOBER 11, 2008			
	START	1 YR	2 YRS	3 YRS	START	1 YR	2 YRS	3 YRS	START	1 YR	2 YRS	3 YRS
Post Mortem Assistant	18.44	18.96	19.48		18.99	19.53	20.06		19.49	20.04	20.59	
Aide - Emergency / AC / OB												
Unit Helper												
Dialysis Unit Assistant												
Aide - X-Ray												
Building Equipment Operator	22.31	22.83	23.60		22.98	23.51	24.31		23.58	24.13	24.94	
Maintenance 1												
Electrician												
Plumber	~ -											
Refrigeration Mechanic												
Licensed Trades / Maintenance II	21.16	22.19	23.24		21.79	22.86	23.94		22.36	23.45	24.56	
Registered Practical Nurse	21.46	22.55	23.64		22.10	23.23	24.35		22.68	23.83	24.99	
OR Assistant	19.18	20.06	20.93		19.76	20.66	21.56		20.27	21.20	22.12	
SPD Aide												
Unlicensed Trades	19.70	20.57	21.43		20.29	21.19	22.08		20.82	21.74	22.66	
Cook Certified / Cook I					20.05	20.95	22.07		20.58	21.49	22.65	
Emergency Response Officer	19.37	19.51	20.01		19.95	20.10	20.61		20.47	20.62	21.15	
Stock Keeper Purchasing	18.72	19.23	19.77		19.28	19.81	20.36		19.78	20.32	20.89	
Stock Keeper Dietary												
Grounds Keeper	18.22	18.48	19.07	19.49	18.77	19.03	19.64	20.07	19.25	19.53	20.15	20.60
Maintenance Helper												
Aide Food Services	18.27	18.42	18.95		18.82	18.97	19.52		19.31	19.47	20.03	
Housekeeper												
Cook II												
Diet Clerk Food Services												

SEIU - CLERICAL JOB CLASSIFICATIONS	EFFECTIVE OCTOBER 11, 2006				EFFECTIVE OCTOBER 11, 2007				EFFECTIVE OCTOBER 11, 2008			
	START	1 YR	2 YRS	3 YRS	START	1 YR	2 YRS	3 YRS	START	1 YR	2 YRS	3 YRS
Clerk-Pastoral Care	19.17	20.06	20.93		19.75	20.66	21.56		20.26	21.20	22.12	
Secretary District Stroke												
Secretary Rehabilitation Services												
Secretary Food Services												
Clerk Materials Management	18.50	19.06	19.74	20.38	19.06	19.63	20.33	20.99	19.55	20.14	20.86	21.54
Assistant Buyer	20.28	22.25	20.89		20.89		22.92		21.43		23.51	
Accounts Payable Clerk	19.69	20.30	20.93		20.28	20.91	21.56		20.81	21.45	22.12	
Accounts Receivable Clerk												
Base Hospital Clerk	19.25	19.79	20.37		19.83	20.38	20.98		20.34	20.91	21.53	
Health Records Clerk												
Pharmacy Clerk												
Ambulatory Care Clerk	19.69	20.30	20.94		20.28	20.91	21.57		20.81	21.45	22.13	
Lab Office Clerk												
Clerk Operating Room												
Emergency Clerk												
Secretary Maintenance												
Secretary Clinical Nutrition												
Medical Secretary Lab												
Patient Registration Clerk												
Receptionist Imaging												
Secretary PACT												
Medical Secretary Mental Health (OP)												
Secretary OBSP												
Staffing Clerk												
Transcriptionist-Health Records & Imaging												
Ward Clerk												
Health Records Technician	20.53	21.07	21.63		21.15	21.70	22.28		21.70	22.27	22.86	

***Lead Hand positions in the following departments will receive 10% in addition to their regular rate of pay.**