

COLLECTIVE AGREEMENT

BETWEEN

TORONTO EAST GENERAL
'AND ORTHOPAEDIC HOSPITAL INC.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
AFFILIATED WITH A.F.L., C.I.O., C.L.C.
(ON BEHALF OF THE PARAMEDICAL PROFESSIONAL
EMPLOYEES)

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AFFILIATED WITH A.F.L., C.I.O., C.L.C.
(On Behalf of the Paramedical Professional Employees)

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital, the Union, and the employees concerned, to provide for a prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries for all employees within the bargaining unit.

ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Union as the sole and exclusive collective bargaining agent for all paramedical employees employed in a professional capacity, save and except supervisors, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week, students and persons covered by subsisting collective agreements.

2.02 For clarity, the term "**employee**" used in Article 2.01 includes Occupational Therapists, Pharmacists, Psychologists, Psychometrists, Social Workers and Social Work Assistants, Speech Pathologists, Audiologists, Physiotherapists, Mental Health Workers, Child Life Workers, Recreation Therapist, Activation Therapists and Chiropodist.

2.03 The term "**Supervisor**" includes Director, Nutrition Co-ordinator and Food Production Manager, Food Services; Director, Operations Manager and Clinical Manager, Pharmacy and Dietitian.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire at normal retirement age, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided that a claim by an employee who has completed his/her probationary period, for discharge or discipline without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the standard of performance, job rating or classification, work assignments, the working establishment for any service, location of work, the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (d) generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public;
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by employees consistent with the Hospital's needs and not inconsistent with the provisions of this Agreement.

3.02 The Hospital agrees that the above rights shall not be exercised in a manner that is inconsistent with the terms of this Agreement.

ARTICLE 4 - NO STRIKE OR LOCKOUT

4.01 Members of the Union believe, as a matter of professional ethics, that patient care is their primary concern. On this account, and in view of the orderly procedure provided for the settling of grievances herein, and following signing of this Agreement, the Hospital agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strike or other collective action which could stop, curtail or interfere with the work or operation of the Hospital during the term of this Agreement. The Union further agrees that, if any such collective action takes place, it will repudiate it forthwith and require its members to return to work.

4.02 Any employee participating in any such strike or other collective action described in Article 4.01 will be subject to discipline, including discharge.

ARTICLE 5 - UNION SECURITY

5.01 The Hospital agrees to deduct an amount equal to the regular monthly Union dues, as certified by the Union, from all new employees in the month following the month in which they were hired. Dues deducted shall be remitted to the Secretary-Treasurer of the local union on or before the 25th day of the month in which the deduction was made. The Union agrees to keep the Hospital harmless from any claims against it which might arise out of any deduction under this Article. The Union will provide at least one (1) full month's notice of any change in the amount of dues to be deducted.

5.02 It is mutually agreed that, upon commencement of employment, all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once, upon the completion of their probationary employment, for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the

Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for such interview, the duration of which will not exceed fifteen (15) minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employees shall report to this room for the interview, during the interview period.

5.03 The parties agree that Union officials shall not interview employees without first obtaining the prior permission of the Executive Director or his appointee.

5.04 The Hospital agrees to supply to the Union the addresses of employees when they are first placed on the check-off list.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Hospital shall recognize a Grievance Committee composed of not more than four (4) employees, to be selected by the Union, and to be known as stewards, not more than three (3) of whom shall meet with the Hospital at any one time. The stewards shall be selected as indicated below.

6.02 Employees shall not be eligible to serve as members of the Grievance Committee until they have completed their probationary period.

6.03 (a) The stewards shall consist of a Chief Steward and five (5) stewards for a total of six (6). The stewards shall be selected so not more than one (1) steward comes from any single professional group.

(b) A list of stewards and any changes thereto should be submitted to the Hospital in writing by the Union before the Hospital is required to recognize such appointment;

(c) It is agreed that stewards, including the Chief Steward, have their regular duties to perform for the Hospital. They shall not leave their regular duties without first obtaining permission from their Supervisor. When resuming their normal duties, they shall again report to their Supervisor.

- (d) If the employee's regular steward is unavailable, an employee may request another steward to assist with his grievance.

6.04 (a) The Union Negotiating Committee shall consist of up to five (5) employees who have completed their probationary period, plus a full-time Union Representative. The Union shall notify the Hospital of the Committee members.

- (b) The employees on the Committee shall be paid by the Hospital for time used during regular working hours in negotiations of this Agreement or its successor up to, but not including arbitration.

6.05 Joint Consultation Committee

- (a) There shall be a Joint Consultation Committee composed of two (2) representatives of the Union and two (2) representatives of the Hospital. The function of the Committee shall be to discuss matters of mutual concern to the parties, but it is understood the Committee shall not discuss grievances.

Complaints that work assignments made by the Hospital are inconsistent with the professional responsibilities and practices of employees shall be heard by this Committee.

- (b) The Committee shall meet on an informal basis at times convenient to the parties. It is understood that the Union Committee members will be paid for time spent during their regular working hours at such meetings.

ARTICLE 7 - RELATIONSHIP

- 7.01 (a) The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restriction, or coercion exercised or practised by either of them or their representatives or members because of any activity or lack of activity in the Union.
- (b) There shall be no Union activity of any kind on the Hospital premises except with the written permission of the Hospital or as specifically provided in this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given her/his immediate supervisor an opportunity of adjusting her/his complaint. **All** complaints, in order to be considered a grievance, must be filed at Step 1 within five (5) days after the circumstances giving rise to the complaint have occurred.

Step 1

The employee, with the assistance of a steward if desired, may submit a written grievance signed by her/him to her/his immediate supervisor. The nature of the grievance and the remedy sought shall be set out in the grievance. Her/his immediate supervisor shall deliver the decision in writing within three (3) **days** following the day on which the grievance was presented to her/him. Failing settlement, then;

Step 2

Within five (5) days following the decision under Step 1, the employee and/or the steward may submit the written grievance to her/his department head who will deliver her/his decision in writing within five (5) days from the date on which the written grievance was presented to her. Failing settlement, then;

Step 3

Within five (5) days following the decision under Step 2, the employee and/or steward may submit the written grievance to the Executive Director, or his appointee, at which time the matter **will** be reviewed, and a decision in writing of the Hospital will be given within five (5) days from the date on which the grievance is lodged under **Step 3**. The parties may, if either of them so desires, meet to discuss the grievance at a time and place suitable to both parties. At such meeting, a union representative may be present, and also the Executive Director or his appointee may have such counsel and assistance as he/she may desire present. The parties will attempt to arrange the meeting within five (5) working days from the date the grievance was submitted at Step 3.

8.02 Failing settlement under the foregoing procedures of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, such grievance may be submitted to arbitration as set forth in Article 9.01. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for arbitration.

8.03 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital, the Union and the employees.

8.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of this Agreement, shall be originated under Step 3 within five (5) days after the circumstances giving rise to the complaint have occurred.

Failing settlement under Step 3 within five (5) days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which said employee could himself have instituted, and the regular Grievance Procedure shall not be thereby bypassed.

8.05 No adjustment effected under the Grievance Procedure shall be made retroactive prior to five (5) days before the matter is raised under Article 8.01, save and except bookkeeping errors involving pay.

8.06 No grievance may be submitted to arbitration which has not been properly carried through all the requisite **steps** of the Grievance Procedure.

8.07 If the Hospital fails to reply to a grievance within the time limits set out at any step, the grievor may submit her/his grievance to the next step of the Grievance Procedure. If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

8.08 Saturday, Sunday and recognized holidays will not be counted in computing the time in which any action is to be taken or completed under the Grievance or Arbitration Procedures.

ARTICLE 9 - ARBITRATION

9.01 If the Hospital or the Union requests that a grievance as above provided be submitted to Arbitration, it shall make such request in writing addressed to the other party of this Agreement and, at the same time, nominate an Arbitrator. Within ten (10) days thereafter the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall, within ten (10) days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the appropriate government agency for the Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representatives to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.

9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 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.

9.04 Each of the parties hereto will bear the fee and expense of the nominee appointed by it, and the parties will jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.

9.05 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the written consent of the parties to this Agreement.

9.06 The Hospital and the Union may, by written agreement, substitute a Sole Arbitrator for the Board of Arbitration provided for herein (whether or not such Board has been constituted), and the Sole Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration hereunder.

ARTICLE 10 - TERMINATION OF EMPLOYMENT

10.01 The Hospital may discharge probationary employees for any reason satisfactory to the Hospital. Because such discharge does not give rise to a difference between the parties, it, therefore, shall not be the subject matter of a grievance or arbitration under the provisions of this Agreement.

10.02(a) A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Hospital at Step 2 of the Grievance Procedure within five (5) working days after a registered letter has been sent to the employee's last known address notifying him/her of his/her discharge.

(b) Such special grievances may be settled under the Grievance Procedure or resolved through arbitration by:

(i) confirming the Hospital's action in dismissing the employee;

(ii) reinstating the employee with payment to her/him for such time lost due to the discharge at her/his regular rate of pay for her/his normally scheduled work for such period, less any amounts of money earned by the employee during such period, and/or

(iii) by any other arrangement which may be deemed just and equitable.

ARTICLE 11 - SENIORITY

11.01 New employees shall be on probation for a period of six (6) calendar months of continuous employment. If retained after the probationary period, each employee's seniority shall be effective from the date of last hire.

11.02 Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Hospital from the last date of hire.

11.03 The Hospital shall maintain a seniority list showing the employee's name, classification, and date of hire in their classification, and said seniority list shall be provided in January and July of each year, to the Union and Chief Steward.

11.04 Seniority rights and an employee's employment shall be deemed to have been terminated if she/he:

- (a) voluntarily leaves the employ of the Hospital;
- (b) is discharged and the discharge is not reversed through the Grievance Procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Hospital is given by the employee;
- (e) fails to return to work upon completion of an authorized leave of absence and fails to furnish an explanation satisfactory to the Hospital, or utilizes a leave of absence for purposes other than those for which the leave was granted;
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail, unless an explanation satisfactory to the Hospital is given by the employee;
- (g) is off work due to sickness, accident, or disability, including Workers' Compensation Benefits in excess of thirty (30) months;

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

11.05 It shall be the responsibility of the employee to notify the Hospital promptly of any change in address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

ARTICLE 12 - JOB SECURITY

12.01(a) With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee

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

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

(i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be compromised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

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

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

Disclosure

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

Accountability

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

12.02 Notice of Layoff

(a) Union

There shall be at least six (6) 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 cut-back or cut-back in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a lay-off of a permanent or long-term nature, the Hospital will provide affected employees with no less than six (6) months written notice. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

12.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of lay-off or the notice provided above an employee with more than twelve (12) months' service with the Hospital who has received notice of lay-off of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive two (2) weeks pay per year of service to a maximum of twelve (12) weeks.

(b) Retirement Allowance

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

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

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

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

12.04 Regional Staff Planning Committee

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

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

In filling vacancies not filled by the 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.

12.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who then have the ability to perform the work.
- (b) **An** employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified to perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

- (c) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he is qualified to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) **An** employee recalled to work in a different classification from which he was laid off shall have the right of returning to the position he held prior to the lay-off should it become vacant within twelve (12) months of being recalled.
- (e) No new employee 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 unqualified to perform the work.
- (f) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (g) Employees on lay-off or notice of lay-off shall be given preferences for temporary vacancies which are expected to exceed ten (10) working days and for which they are qualified. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

- (h) 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. However, the Hospital does require the ability to reduce the hours of work, if necessary.
- (i) In the event that a lay-off 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 lay-off commenced.
- (j) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

12.06 Benefits on Lay-off

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

12.07 Contracting Out

The Hospital shall not contract out work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employee other than casual or part-time employees follows. Contracting out to an employer who is willing to offer employment to the displaced members of the bargaining unit is not a breach of this provision.

12.08 Work of the Bargaining Unit

Supervisors shall not perform bargaining unit work to the extent that it directly causes a layoff of unit employees.

ARTICLE 13 - JOB POSTING

- 13.01(a) A notice of a vacancy occurring in a permanent position which constitutes a promotion for persons within a department shall be posted within the department.

Interested applicants within the department for whom the position would constitute a promotion may apply. Such vacancies shall be posted for five (5) working days.

- (b) It is understood that the Hospital may fill the vacancy with the most skilled, able and qualified individual who may be an employee of the Hospital or an applicant outside the Hospital. Where skill, ability, and qualifications between an applicant inside the Hospital and an applicant outside the Hospital are relatively equal, in the opinion of the Hospital, the applicant inside the Hospital shall be given the preference for the job.
- (c) The Union acknowledges that, in matters of promotion within the Hospital, the Hospital's judgement as to the skill, ability and qualifications of any employee for any particular task must be accepted and that the function of the Union in dealing with complaints and grievances arising out of such promotion will consist of satisfying itself that all the relevant circumstances have been adequately and justly considered by the Hospital and any grievance arising out of such promotion shall be confined to these considerations.
- (d) An appointment to a new position constitutes a promotion where the maximum rate of pay applicable to that position exceeds the maximum rate of pay applicable to the employee's present position.

13.02 In filling positions which do not constitute promotions, the Hospital will, in addition to any other factors it regards as relevant, give consideration to seniority.

ARTICLE 14 - TEMPORARY EMPLOYEES

- 14.01(a) In the event that a temporary employee is retained by the Hospital on a permanent basis, his/her seniority and service for the purpose of salary benefits and vacation entitlement shall be made retroactive to his/her last date of hire as a temporary employee provided no break in service has occurred.

- (b) In the event she/he is retained in the same job she/he was originally hired, his/her period of temporary employment shall be applied towards his/her probationary period which shall be reduced proportionately.
- (c) A "temporary **employee**" shall mean an employee who is temporarily filling a position where the incumbent is on an authorized leave of absence or who is hired for a definite term or definite task not exceeding twelve (12) months.
- (d) In the event that an employee is transferred out of the bargaining unit for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, they shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such an offer to transfer and that the period of time referred to above may be extended by agreement of the parties. Seniority does not accrue while the employee is outside the bargaining unit.

ARTICLE 15 - PART-TIME/FULL-TIME TRANSFERS

15.01 If an employee transfers from part-time status which is outside the bargaining unit (twenty-four (24) hours or less weekly) to full-time status (more than twenty-four (24) hours weekly) he/she shall be credited with seniority rights for the purpose of this Agreement on the basis of 1725 hours, exclusive of premium time, being equivalent to one (1) year's service.

ARTICLE 16 - UNION LEAVE

16.01 Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the 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 period 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.

16.02 A leave of absence without pay may be granted to employees elected or appointed to represent the Union at meetings, conventions, or conferences, provided the Hospital receives notification two (2) weeks in advance and provided such leave does not interfere with the efficient operation of the Hospital. All such leaves shall not exceed a total of ten (10) days in any calendar year and not more than two (2) employees shall be absent at any one time and not more than one (1) employee from the same department.

ARTICLE 17 - JURY AND WITNESS PAY

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to **attend** at Court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

17.02 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 reschedule 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's regular day off and, as a result, he is required to attend on a regular day off, he shall be paid at his regular straight time hourly rate subject to (a), (b) and (c) above.

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

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

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of a member of his immediate family. Immediate family means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grand parent, grandchild guardian or step parent. 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 common law spouse and a partner of the same sex.

ARTICLE 19 - PREGNANCY LEAVE

19.01 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.

19.02 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.

19.03 The employee shall reconfirm her intention to return to work on the date originally approved in subsection 19.02 above by written notification received by the Hospital at least two (2) weeks in advance thereof.

19.04 Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on 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 Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week unemployment insurance waiting period and receipt by the Hospital of the employee's 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 earnings during the first two week period of the leave while waiting for EI 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.

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

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

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

ARTICLE 20 - PARENTAL LEAVE

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

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

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

20.04 **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection 20.02 above by written notification received by the Hospital at least two (2) weeks in advance thereof.

20.05 Any 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 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 Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal earnings during the first two week period of the leave while waiting for EI 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.

20.06 Credits for Service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave begin, 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.

20.07 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.

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

ARTICLE 21 - LEAVE OF ABSENCE

21.01(a) A leave of absence without pay may be granted by the Hospital to an employee.

(b) Effect of Absence

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

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

Effective October 11, 2002 the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB or LTD benefits. Such payments shall also continue while an employee is on sick leave (including the Employment Insurance period) to a maximum of thirty (30) months from the time the absence commenced.

It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding

this provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effective October 11, 2002, seniority shall accrue for a period of thirty (30) months, if an employee's absence is due to a disability resulting in WSIB or LTD benefits or while an employee is on sick leave (including the Employment Insurance Period)

ARTICLE 22 - EDUCATION LEAVE

22.01 Each staff member will be credited with five (5) paid education leave days in each contract year upon completion of one (1) year of service with the Hospital. This educational leave with pay shall be granted to any staff member attending any educational seminar, conference, or course that is directly related to the individual staff member's employment. The staff member shall request such a leave as far in advance as possible, but not less than one (1) week. The Hospital shall pay for the registration fee up to a maximum of three hundred dollars (\$300.00). The individual staff member shall be responsible for other travel, accommodation and further registration expenses except where the Hospital chooses to supplement the travel, accommodation and further registration expenses. Each staff member shall be responsible for providing an in-service seminar to the members of the department upon return.

Staff attending conferences on the weekend may utilize education leave days. Such time off must be taken within five (5) days following the conference, unless extended with the agreement of the supervisor. It is understood that this leave also includes evening courses.

22.02 The Hospital may grant a further leave of absence with or without pay to an employee for education purposes.

22.03 Unless a staff member so requests, vacation leave shall not be utilized for educational leave purposes.

ARTICLE 23 - PRE-PAID LEAVE PLAN

23.01 The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to his/her Department Head at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Two (2) employees may be absent at any one time. The year for purposes of the program shall be September 1 of one **year** to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the Employee, the local Union and the Hospital.
- (d) Written application will be reviewed by the Department Head or his/her designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of bargaining unit seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to him/her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.

- (h) All benefits shall be kept whole during the four (4) years of salary deferral. 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. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Department Head. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital 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.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital 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 her within a reasonable period of time.
- (l) The employee will be reinstated to her former position unless the position has been discontinued, in which case he/she shall be given a comparable job.

(m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:

(i) A statement that the employee is entering the prepaid leave program in accordance with Article 23.01 of the Collective Agreement.

(ii) The period of salary deferral and the leave period for which the leave is requested.

(iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 24 - HOURS OF WORK

24.01 The normal hours of work averaged over a two (2) week period shall be seventy-five (75) hours. It is understood however, that this shall not be construed to be a guarantee as to hours of work per day, nor as to hours of work per week, nor as to a guarantee of working schedules.

24.02 Employees authorized by the Hospital to work more than their normal hours of work averaged over a two (2) week period shall have the right to take compensating time off in lieu for the extra hours worked calculated at straight time. The compensating time off must be taken within the next ninety (90) calendar days at a time agreed to by the Hospital consistent with the employees work requirements.

24.03(a) All employees who are required by the Hospital to work in excess of their normal hours of work averaged over a two (2) week period, shall be paid for authorized overtime at the rate of one and one-half (1 1/2) times the employee's hourly rate.

- (b) At the employee's option, compensating time off for authorized overtime work required by the Hospital will be calculated at time and one half. The compensating time off must be taken within the next ninety (90) calendar days at a time agreed to by the Hospital consistent with the employees work requirements.

24.04 It is understood and acknowledged that the Hospital has the right to require employees to perform a reasonable amount of overtime.

24.05 Overtime premium shall not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided.

24.06 (a) Employees in the Crisis Intervention Unit may be required to remain on call from 1700 hours on Friday to 0900 hours on Monday. Such employees will be given an extra day off when so required to remain on call, to be scheduled by mutual agreement.

- (b) Employees in the Crisis Intervention Unit may be required to remain on call from 1700 hours to 0900 hours on weekdays. Such employees should be granted two (2) extra hours off when so required to remain on call, to be scheduled by mutual agreement.

24.07(a) Definition of On call and Standby shall mean that staff will be required to be available for phone calls or to be paged by the bell-boy system.

- (b) Call back shall be defined as when the staff member is required to return to the Hospital premises.

24.08 Pharmacists 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 Two Dollars and Fifty Cents (**\$2.50**) per hour, for all hours on standby. Where such standby duty falls on a paid holiday, the employee shall receive standby pay in the amount of three dollars (\$3.00) per hour.

24.09(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 their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half, after which they shall revert back to the regular shift.

- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call back or three (3) hours' pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

24.10 Employees required to work on weekends as a normal part of their work shall receive equivalent time off as is the current practice.

24.11 Weekend Premium

Employees shall receive one dollar and thirty-five cents (\$1.35) per hour from 2400 hours Friday to 2400 hours Sunday.

ARTICLE 25

25.01 The local parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full-time staff on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new scheduled will be implemented on a six month trial basis and will be reviewed by both parties.

25.02 Probation

It is understood that a new employee working extended shifts will be considered on probation until he/she has completed eight hundred and sixty-two and one-half (862 1/2) hours of work. In all other respects the terms of probation will be in accordance with the Collective Agreement.

25.03 Hours of Work

- (a) The normal or standard extended workday shall be composed of eleven and one-quarter (11 1/4) continuous hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

25.04 Scheduling

- (a) Schedule will be determined according to the operational need of the unit.
- (b) Failure to provide 12 hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) time the employee's regular straight time hourly rate for only those hours which reduce the 12 hour period. Where the 12 hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.
- (c) In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of two weekends off in every four week period.

25.05 Overtime

- (a) Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Agreement.
- (b) For purposes of overtime the hours of work per week shall be averaged over a four week period (2 pay-periods).

25.06 Rest and Meal Periods

- (a) Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.
- (c) Each employee shall be entitled to a forty-five (45) minute meal period without pay during an eleven and one quarter (11 1/4) hour shift.

25.07 Sick Leave and Long Term Disability

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift **up** to fifteen (15) week total of **562.5** hours. All other provisions of the existing plan shall be maintained.

25.08 Paid Holidays

- (a) Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "**Hours of Work**" provision of the collective agreement, Article **24**.
- (b) **An** employee required to work on any of the designated holidays listed in the collective agreement shall be **paid** at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those hospitals which have a different standard work day in which case holiday pay be based on the standard or normal daily hours in that Hospital.

25.09 Vacation

Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

25.10 Termination

Either party may, on written notice of eight (8) weeks to the other party, terminate this agreement for any part of the bargaining unit that has implemented this agreement for any reason. Prior to providing written notice the parties will meet to discuss the reasons for the discontinuation,

25.11 Where an employee is required by the Hospital to use his /her **own** car on Hospital Business he/she shall be paid pursuant to the Hospitals mileage allowance policy.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Hospital shall provide bulletin board space in areas designated by the Hospital for the purposes of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by a local Union officer and submitted to the Executive Director or his/her appointee for approval prior to being posted.

ARTICLE 27 - HEALTH AND SAFETY

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

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

27.03 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 health and safety.

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

27.05 Meetings shall be held every second (2nd) month or more frequently at the call of the chair, if required. The Committee shall maintain Minutes of all meetings and make the same available for review.

27.06 **Any** representative appointed or selected in accordance with 27.02 hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted, and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

27.07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

27.08 Pregnant employees may request to be transferred from their current duties, if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred in Article 19.

27.09 Where the Hospital identifies high risk where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE 28 - CHANGES TO CLASSIFICATIONS

28.01 If a new occupational classification is established by the Hospital, it shall determine the rate of pay for such new occupational classification and promptly notify the Union of the

same. If the Union challenges the rate, it shall have the right to request a meeting with the Hospital to attempt to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Hospital of such new occupational classification and rate, and the meeting will be held within ten (10) days of receipt by the Hospital of the Union's request. In the event of a dispute between the parties, the matter shall be referred to the grievance and arbitration procedure.

ARTICLE 29 - SALARIES

29.01 Employees shall receive the hourly salaries set out in schedule A appended hereto.

29.02 **An** employee newly hired by the Hospital with recent and related full-time service in another hospital 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 the 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 into that step of the salary progression consistent with one (1) year's service for every one (1) year worked of related experience in the classification retroactive to the date of hire to the full-time position. It is understood that this shall not constitute a violation of the salary schedule in the Collective Agreement. Internship or Practicum experience shall not be considered under this clause.

29.03 Employees whose status changes from part-time to full-time will be credited with all hours worked in the classification for purposes of placement on the salary grid on the basis of 1725 hours, exclusive of premium time, being equivalent to one (1) year's service.

29.04 Employees who work the evening shift shall receive shift premium in the amount of one dollar (\$1.00) per hour for all hours worked after 1600 hours. Night shift employees shall receive one dollar and twenty-five cents (\$1.25) per hour.

ARTICLE 30 - SICK LEAVE

30.01 All employees covered by this Agreement must enroll in the Hospitals of Ontario Disability Income Plan (HOODIP) as soon as they are eligible thereunder in accordance with the provisions of the plan.

30.02 The Hospital will pay seventy-five per cent (75%) of the billed premiums under the long term disability portion of the plan (HOODIP or an equivalent plan). The employees will pay the balance of the billed premium through payroll deduction.

30.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth (4th) and subsequent period of absence in any calendar year.

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

30.05 The Hospital shall pay the full cost of any medical certificate required by the Hospital of an employee on submission of a receipt of payment.

ARTICLE 31 - HOLIDAYS

31.01 Where an employee has completed twenty (20) working days of employment, such employee shall be entitled to receive the appropriate pay for the following paid holidays, provided she/he fulfills the other qualifying provisions set out below:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

31.02 Each employee in the bargaining unit who has completed three (3) months of full-time active employment shall receive three (3) floating holidays in each calendar year which are not premium days, without loss of regular earnings. The holiday will be scheduled by mutual agreement between the Hospital and the employee.

31.03 The following requirements will govern the granting of holidays:

- (a) employees who are not required to work on the above holidays shall be given the day off with pay;
- (b) an employee required to work on any of the foregoing holidays shall be paid at one and one-half (1 1/2) times her/his regular straight time hourly rate of pay for all hours worked on such holiday. In addition, she/he shall receive any holiday pay to which she/he may be entitled or, at the option of the employee, an equivalent amount of time off, in lieu of holiday pay, with pay at her regular straight time hourly rate. Such lieu day shall be scheduled in accordance with the operational requirements of the Hospital. In order to qualify for holiday pay or a lieu day off, an employee must qualify under the provisions of Article 31.03(d) ;
- (c) holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at her regular straight time hourly rate of pay;
- (d) in order to qualify for each holiday, the employee must work her full scheduled shift immediately preceding and following the holiday;
- (e) if a holiday falls during an employee's scheduled vacation period, an additional day off with pay shall be scheduled by mutual agreement; and
- (f) where a holiday falls on a Saturday or Sunday, the Hospital may designate an adjacent day as the designated holiday for the employees (or where a holiday or designated day falls on a weekday not normally worked by an employee who works fewer than five (5) days per week, a lieu day will be scheduled at a time mutually agreeable in lieu of payment for the holiday).

31.04 **An** employee entitled to holiday pay hereunder shall not receive the sick leave pay to which she may otherwise have been entitled.

ARTICLE 32 - VACATIONS

32.01 All employees shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed less than one (1) year of service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service. **An** employee will not be permitted to take **any** vacation until he/she has completed six (6) continuous months of active employment with the Hospital.
- (b) Employees who have completed one (1) or more years of service as of their Anniversary date of employment shall be entitled to an annual vacation of four (4) weeks with **pay**.
- (c) Employees who have completed fourteen (14) or more years of service as of their anniversary date of employment shall be entitled to an annual vacation of five (5) weeks with pay.
- (d) Employees who have completed twenty-three (23) or more years of service as of their anniversary date shall be entitled to an annual vacation of six (6) weeks with pay.

32.02 It is understood and agreed that the Hospital will give every consideration to the persons' preference as to the timing of their vacation. Wherever possible, any overlapping as to the preference of employees for vacation dates will be resolved by their respective seniority provided the vacation has been requested in accordance with Department policy. However, of necessity, the Hospital will reserve the right to the final decision as to the scheduling of vacations.

32.03 Vacations must be taken within eighteen (18) months of the date of entitlement and all normal deductions made from an employee's pay will be made from the vacation pay.

32.04 Persons on sick leave in excess of seventy-five (75) **days** or on a leave of absence without pay in excess of thirty (30) continuous days, on layoff or on Workers' Compensation will not accrue any vacation credits during such absence.

32.05 **An** employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her/him to the date of her/his separation unless she/he leaves without giving two (2) weeks' notice of termination in which case she/he shall be entitled to outstanding vacation pay calculated in accordance with the provisions of the Employment Standards Act.

32.06 Vacations shall be taken in minimum periods of one (1) week and a maximum period of four (4) weeks except that employees may be permitted to split a total of five (5) days of vacation entitlement into separate days, and eligible employees may take **up** to five (5) weeks where the department head permits.

ARTICLE 33 - HEALTH AND WELFARE BENEFITS

33.01 Semi-Private Coverage

The Hospital agrees to contribute one hundred per cent (100%) of the billed premium of an insurance plan that provides for semi-private Hospital coverage for each full-time employee in the active employ of the Hospital and in the bargaining unit who has completed three (3) months of continuous employment.

33.02 The Hospital agrees to contribute one hundred per cent (100%) of the billed premium for the Hospitals of Ontario Group Life Insurance Plan for each eligible full-time employee in the active employ of the Hospital and in the bargaining unit who has completed three (3) months of continuous employment. **It** is a requirement that employees must enroll in the plan at the beginning of the fourth (4th) month of employment.

33.03 The Hospital **shall** contribute seventy-five per cent (75%) of the billed premium under the Extended Health Care Plan on behalf of each eligible employee in the active employ of the Hospital and in the bargaining unit on completion of three (3) months of continuous employment. It is a requirement that employees must enroll in the

plan at the beginning of the fourth (4th) month of employment. The Employer shall implement a Vision Care Plan (\$150.00 every 24 months) as a rider to the Extended Health Care Plan. The plan will provide a hearing aid benefit (\$500.00 allowance lifetime). Furthermore, the deductible will be \$15/\$25. The plan will provide coverage for orthotics/orthopaedic shoes with \$1000, maximum annual.

33.04 The parties agree that any and all divisible surplus or excess credits or refunds or reimbursements under whatever name that may arise during the term of the Collective Agreement and result from lower premium amount (under the Ontario Health Insurance Act, or any other legislation or other benefit plans), than the total amount paid by the Hospital and the employees at the commencement of the Agreement as premium payments for present health services shall accrue to and for the benefit of the Hospital, notwithstanding any legislation to the contrary.

33.05 Dental Plan

The Hospital agrees to contribute seventy-five per cent (75%) of the billed premium for a Group Dental Plan (Blue Cross #9 or its equivalent - current ODA Schedule). Dental recall including preventive services is increased to nine months and, effective the date of the award, Blue Cross rider #2 or (equivalent) at 50/50 coinsurance to \$1000 annual maximum and Blue Cross rider # 4 (or equivalent) at 50/50 co-insurance to \$1000 annual maximum) for all eligible employees in the active employ of the Hospital and in the bargaining unit who have completed three (3) months of continuous employment. It is a requirement that employees must enroll in the plan at the beginning of the fourth (4th) month of employment.

33.06 In any case, where the Hospital is paying a portion of the billed premium for any plan, the balance of the monthly premium shall be paid by participating employees through payroll deductions.

33.07 Employees working regularly less than the regular working hours provided in this Agreement shall be entitled to the above-mentioned payment of premiums at a pro-rated basis in accordance with the number of hours worked. This shall not apply to those employees employed as of April 1, 1982, who are enjoying a greater benefit than outlined.

33.08 The Hospital may substitute another carrier for any plan provided that the level of benefits conferred thereby is not decreased.

33.09 Early Retirement Benefits

The Hospital shall make provision with its insurers to allow all employees who retire early to maintain to age 65, including the payment of the Employer's portion, his or her participation in the following group plans:

- (1) -Extended Health Care, including Vision Care and Hearing Aid allowance.
- (2) Dental Plan

ARTICLE 34 - USE OF PAST RECORD

34.01 **Any** letter of reprimand, suspension or other sanction will be removed from the record of an employee twenty-four (24) months following receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for such twenty-four (24) month period.

ARTICLE 35 - RETROACTIVITY

35.01 Only increases to the salary schedule shall be retroactive to April 1, 2001. Retroactivity will be paid from April 1, 2001 within four (4) 'pay periods' from the date of ratification by the parties. **Any** new employees hired since that date shall be entitled to a pro-rated adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing, at their last known addresses, **any** employees who have left employment subsequent to April 1, 2001, to advise them of their entitlement to any retroactive adjustment. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustment, and it shall be computed on the basis of all hours paid (to be calculated at straight time rates) since April 1, 2001.

ARTICLE 36 - DURATION

36.01 This agreement shall take effect April 1, 2001, and shall continue in full force and effect until March 31, 2004, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period from ninety (90) days preceding the expiry date of the Agreement that it desires to amend or terminate this Agreement.

DATED at Toronto this *6* day of *February*, 2003.

FOR THE HOSPITAL:

Paul Gindl

FOR THE UNION:

Linda Thayer
Wayne McLean
Guessel

LT:RB

APPENDIX "A" SEIU PARAMEDICAL WAGE RATES

POSITION	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
Psychologist	April 1, 2001	35.416	37.019	38.626	40.230	41.835	43.439
	April 1, 2002	36.478	38.129	39.784	41.436	43.090	44.743
	April 1, 2003	37.573	39.273	40.978	42.680	44.382	46.085
Pharmacist	April 1, 2001	28.716	29.797	30.874	31.952	33.032	34.110
	April 1, 2002	29.577	30.691	31.801	32.911	34.023	35.133
	April 1, 2003	30.465	31.612	32.755	33.898	35.043	36.187
Speech Pathologist/ Audiologist	April 1, 2001	26.161	27.233	28.308	29.384	30.457	31.531
	April 1, 2002	26.946	28.050	29.157	30.265	31.371	32.477
	April 1, 2003	27.754	28.891	30.031	31.173	32.312	33.452
Social Worker II/ Psychometrist II/ Project Coordinator	April 1, 2001	25.920	27.042	28.166	29.286	30.408	31.531
	April 1, 2002	26.697	27.854	29.011	30.165	31.320	32.477
	April 1, 2003	27.498	28.689	29.881	31.070	32.259	33.451
Physiotherapist/ Occupational Therapist	April 1, 2001	24.409	25.548	26.690	27.831	28.985	29.855
	April 1, 2002	25.141	26.315	27.491	28.666	29.855	30.750
	April 1, 2003	25.895	27.104	28.316	29.525	30.750	31.673

Chiropracist	April 1, 2001	23.261	23.944	24.668	25.403	26.154	26.939
	April 1, 2002	23.958	24.662	25.408	26.165	26.939	27.747
	April 1, 2003	24.677	25.402	26.170	26.950	27.747	28.580
Social Worker I	April 1, 2001	23.668	24.440	25.244	26.045	26.833	27.649
	April 1, 2002	24.378	25.173	26.001	26.826	27.638	28.479
	April 1, 2003	25.109	25.929	26.781	27.631	28.467	29.333
Mental Health Worker/ Recreational Therapist/ Childlife Worker	April 1, 2001	22.014	22.732	23.480	24.225	24.958	25.717
	April 1, 2002	22.674	23.414	24.184	24.952	25.706	26.489
	April 1, 2003	23.355	24.117	24.910	25.700	26.478	27.283