

COLLECTIVE AGREEMENT

BETWEEN

ST. MICHAEL'S HOSPITAL

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL ■ Canada
C.L.C.**

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of the agreement is to establish an orderly collective bargaining relationship between the Hospital and all employees represented by the Union which will not interfere with the successful operation of St. Michael's Hospital as a public service institution intended to provide the best possible hospital and clinical services to its clients,

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Service Employees International Union, Local 1 Canada, as the sole collective bargaining agent for all employees of St. Michael's Hospital, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dieticians, student dieticians, technical and professional personnel, supervisors, persons above the rank of supervisor, office and clerical staff, and persons for whom any trade union held bargaining rights as of January 13, 1997.

The Hospital undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively, which will conflict with the provisions of this agreement.

- 2.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by an express provision of this agreement. 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, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim by an employee who has acquired seniority standing, that he or she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) Determine, in the interest of efficient operation and the highest standard of service, the number of personnel required, qualifications for positions, the

assignment of working hours, the services to be performed and the methods, procedures, facilities, and equipment to be used in connection therewith;

- (d) Make from time to time, and enforce rules and regulations to be observed by employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement.

3.02 The Hospital agrees that these rights will not be exercised in a manner inconsistent with the other provisions of this collective agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

- (a) 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 or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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/her probation 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.

- (b) Where so designated, a temporary employee hired for the purpose of maternity, parental and/or adoption leave replacement may work: the full cumulative period of such leave without the need for union agreement for extension after six (6) months.

4.02 Definitions

- (a) A full-time employee is an employee who is regularly scheduled to work the normal hours of work as set out in Article 16.
- (b) A regular part-time employee is an employee who regularly works less than the normal full-time hours and who offers to make a commitment in response to a posting to be available for work on a regular predetermined basis. This

includes commitments made through a process of self-scheduling. Regular part-time employees may also make themselves available for additional shifts to the commitment referenced above. Other part-time employees who do not offer to make a commitment in response to a posting to be available for work on a regular predetermined basis are casual employees.

The Hospital shall not refuse to accept an offer from an employee to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the number of regular part-time employees.

This definition describes the current scheduling practice and is not intended to change the status of any regular part-time employees to casual part-time.

- (c) Wherever the term "part-time" is used in this collective agreement, it means both regular part-time and casual employees, unless specifically stated otherwise.

4.03 "Days" in this collective agreement shall mean calendar days unless indicated otherwise.

ARTICLE 5 – UNION MEMBERSHIP

5.01 Union Dues

- (a) As a condition of employment, the Hospital agrees to deduct from the first pay of each month from each employee in the bargaining unit, commencing in the month following the month in which they were hired, an amount equal to the union dues as certified from time to time by the Service Employees International Union, Local 1 Canada. 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 leaves of absence of greater than one (1) month, and returns from leaves of absence. When the Hospital has the electronic capability it agrees to provide the Union with the information in an electronic format (electronic mail) wherever possible.
- (b) The Union will indemnify and save the Hospital harmless from any and all claims made by employees for amounts deducted from the employee's pay pursuant to this Article.

5.02 Interview Period

It is agreed that arrangements will be made for a Union representative to interview new employees in the month following her/his initial hire date, for the purpose of informing such employees of the existence of the Union in the Hospital and the benefits accruing from membership in the Union. The Hospital shall advise the Union monthly as to the names of the persons listed for interview, and time and place designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Hospital may, if it so desires, have a representative at any such interview. Where practical, such interview may be scheduled to coincide with the Hospital's monthly orientation program.

5.03 Addresses

The Hospital also agrees to provide the Union with employee addresses on May 1st of each year. 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.

5.04 Seniority Lists

The Hospital agrees to provide the Union, with a list showing the date on which each employee who has completed the probationary period last commenced employment with the Hospital. The Hospital further agrees to provide the Union with a copy of a seniority list as of the first day of May and November during the term of this agreement. Copies of such seniority lists will be posted on the bulletin boards as provided by the Hospital. For purposes of convenience, the Hospital shall post separate seniority lists for part-time employees expressed in hours worked. When it is necessary to apply seniority, the formula in Article 9.03 shall apply.

Employees who believe their seniority is not correct may grieve, providing such grievance is filed within thirty (30) days from the date the list was posted. After such time, the list shall be deemed correct for all purposes until a new list is posted. Subsequent challenges to the list can only relate to changes which have occurred since the last list was posted.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 There shall be no strikes or lockouts so long as this Collective 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 from time to time.

ARTICLE 7 - UNION REPRESENTATION

7.01 Union Stewards

- (a) The Hospital agrees to recognize five (5) union stewards and a chief steward, to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period, for the purpose of dealing with grievances as provided under this collective agreement.
- (b) The Union shall advise the Hospital in writing, of the names of the union stewards appointed or selected under this article as well as the effective dates of their respective appointments.
- (c) The Union acknowledges that its representatives are expected to perform their regular duties and that so far as is practicable, all union activity shall be conducted outside of regular working hours; further, no employee shall engage in any union activity during regular working hours except as provided by this agreement, and that:
 - (i) such persons shall not leave their regular duties without obtaining permission from their supervisor who will be given a reasonable explanation for the requested absence. Such permission shall not be unreasonably withheld.
 - (ii) when resuming their regular duties after engaging in duties on behalf of the union, they will report to their supervisor immediately upon their return;
 - (iii) any union representative who is privileged by this agreement to take up union business in a department other than his or her own, will also report to the supervisor of that department at that time.
 - (iv) a union steward shall suffer no loss of earnings for time spent in performing the above duties during his or her regular working hours.

7.02 Local Negotiating Committee

- (a) The Hospital agrees to recognize a negotiating committee comprised of four **(4)** members to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period.
- (b) The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

- (c) Nothing in this provision is intended to preclude the union negotiating committee from having the assistance of a representative of the union who is not an employee of the Hospital, when negotiating with the Hospital.
- (d) The Hospital agrees to permit stewards to wear approved stewards' identification lanyards and/or pins.

7.03 Union/Management Committee

The Hospital and the Union agree to convene and maintain a **Union/Management Committee** comprised of three (3) representatives of the Union, one (1) of whom shall be the chief steward or his or her appointee, and three (3) representatives of the Hospital, one (1) of whom shall be the Director of Human Resources or her/his appointee. This Committee shall meet quarterly or at other mutually agreed times. A formal agenda will be prepared for each meeting, with items for the agenda provided in writing at least three (3) days prior to the meeting. Minutes will be kept of all meetings with copies to be furnished to both parties. The function of the Committee will be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committee shall not discuss matters properly the subject of a grievance or negotiations for the amendment or renewal of this agreement or matters which should properly be brought before the Hospital's Health and Safety Committee. The membership of such Committee may be expanded by mutual consent from time to time.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- 8.01 For the purpose of this agreement, a grievance or complaint is defined as a difference relating to the interpretation, application, administration or alleged violation of this agreement, arising between a member of the bargaining unit and the Hospital or between the parties hereto.
- 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
 - (a) At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, upon request, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his/her right in advance.
 - (b) 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/she has first given his/her immediate supervisor the opportunity of adjusting the complaint.

Such complaint shall be discussed with his/her 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 a satisfactory resolution within the five (5) days, it shall then be taken up as a grievance within five (5) days following his/her immediate supervisor's decision in the following manner and sequence:

Step 1:

The employee shall submit the grievance, in writing, and signed by him or her, to his/her immediate supervisor. The employee may be accompanied by a union steward. The immediate supervisor will deliver his/her decision in writing within five (5) days following the day on which the grievance was presented to him or her. Failing settlement then:

Step 2:

Within seven (7) days following the decision under step 1 the employee may submit the written grievance to his/her department head, the employee may be accompanied by a Union steward. The department head will deliver his/her decision in writing within seven (7) days following the day in which the grievance was presented to him or her.

This step may be omitted where the immediate supervisor and department head are the same person. Failing settlement then:

Step 3:

Within seven (7) days following the decision in Step 2, the grievance may be submitted in writing to the Director of Human Resources or her/his designate.

A meeting will be held between the Director of Human Resources or her/his designate, and the designated Union representatives who may be accompanied by the general representative of the Union, within ten (10) days of the submission of the grievance at Step 3 unless extended by mutual agreement of the parties.

The decision at Step 3 will 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 3 within ten (10) days following the circumstances giving rise to the grievance. A policy grievance shall identify both the nature of the grievance and provide specific details (including the date when the issue first arose) of the alleged complaint or issue. The grievance shall also specify the remedy sought and the provisions of the Agreement which are alleged to have been violated. Once such a grievance has been filed, the responding party shall provide a reply which shall include reasons responding to the allegations specified in 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/she could have instituted himself/herself and the regular grievance procedure shall not be thereby bypassed.

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may be presented as a group grievance, in writing, identifying each employee who is grieving to the department head, or his/her designate 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 the grievance.

8.07 Discharge Grievance

If an employee who has completed his/her probationary period, claims that he/she has been unjustly discharged, such claim must be submitted by the employee at Step 3 of the grievance procedure within five (5) days following the date the discharge is effective. The decision of the Hospital shall be delivered in writing within ten (10) days following the date of the Step 3 meeting.

8.08 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 3 is given, the grievance shall be deemed to have been abandoned.

8.09 Where no written answer has been received within the time limits specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration. The parties acknowledge that the time limits set out in the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned.

8.10 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.

- 8.11 Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.

No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

The parties shall agree upon a Mediator.

Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply and no record of the proceedings shall be made.

If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.

The Mediator will have the authority to meet separately with either party.

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.

The Union and the Employer will share the cost of the Mediator, if any.

- 8.12 (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 seven (7) calendar 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 fourteen (14) calendar 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.

- 8.13 No person may be appointed to the arbitration board who has been involved in an attempt to negotiate or settle the grievance.
- 8.14 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 part of this agreement.
- 8.15 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.16 The proceedings of the arbitration board shall be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chair will be final and binding on the parties hereto and the employees concerned.
- 8.17 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 chair of the arbitration board.
- 8.18 Wherever the 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

9.01 Probationary Period

A new employee will be considered to be on probation until he/she has completed ninety (90) days of work. In the case of part-time employees, the probation period will be 675 hours worked. Upon completion of the probationary period, the employee will be credited with seniority equal to ninety (90) working days or 675 hours for part-time employees.

The probationary period may be extended by the Hospital upon notification to the Union. Any extension request will be in writing and will specify the length of the extension.

The release or discharge of an employee during the probationary period will not be the subject of a grievance or arbitration and is the sole discretion of the Hospital.

9.02 **Definition of Seniority**

- (a) Employees shall accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided, herein. The parties agree there shall be separate seniority lists for full-time employees and other groups of employees.
- (b) Seniority rights shall apply only to the extent expressly provided in this agreement and will operate on a bargaining unit wide basis.
- (c) Part-time employees and casual employees shall accumulate seniority on the basis of one (1) year seniority for each 1,725 hours worked since the last date of hire, except as otherwise provided herein.

9.03 **Transfer of Service and Seniority**

- (a) Where employees transfer from full-time to part-time or from part-time to full-time credit for their service and seniority will be based on one (1) year equal to 1725 hours.
- (b) Credit for service and seniority for part-time employees or casual employees will be on the basis of (a) above for hours worked from January 1, 1996.

Note: In no case shall any service calculation or adjustments to service made under 9.03 be applied in any manner that is contrary of the requirements of the Social Contract Act.

9.04 **Loss of Seniority**

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

- (a) the employee quits;
- (b) the employee is discharged and the discharge is not reversed through the grievance or arbitration procedure.
- (c) the employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) the employee fails to return to work upon the expiration of the leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;

- (e) the employee has been laid off for forty-eight (**48**) months;
- (f) the employee fails upon being notified of a recall to signify his/her intention to return within five (5) working days after he/she has received the notice of recall, and fails to report to work within ten (10) working days after he/she has received the notice of recall.

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

9.05 Effect of Absence - Full-time Only

- (a) 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.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for the purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. or LTD benefits. Such payment shall 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. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.
- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for the duration of the absence if an employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits or while an employee is on sick leave (including the Employment Insurance Period), or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effect of Absence - Part-time

Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

ARTICLE 10 - NOTICE OF LAYOFF/JOB SECURITY

10.01 Union

There shall be at least three months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature which affects the bargaining unit.

10.02 Employees

In the event of a lay-off of a permanent or long-term nature, the Hospital will provide notice to affected employees in accordance with the lay-off procedures outlined in Article 10.04.

10.03 Consultation with the Union and Employees

- (a) The Hospital will provide the Union with an outline of its intentions and with an opportunity to comment and offer suggestions prior to finalizing plans for changes to its operational or organizational structure which may affect one or more members of the bargaining unit.
- (b) Such opportunity will be made at a regular or special meeting of the local Union/Management Committee. Notice of such a meeting will be provided at least two (2) weeks in advance of the meeting date.

Note: Where a layoff involves one member of the bargaining unit, the Hospital may directly contact the Union's business agent.

- (c) The Union will provide any comments or suggestions regarding the proposed plan to the Director of Employee Relations within 30 days of the date of the meeting at which the plan was presented, however any implementation will not be delayed past that 30 day period, except by mutual agreement.
- (d) The Hospital will provide the Union with relevant financial and staffing information along with the outline of its intentions.
- (e) The parties agree that any dispute arising from this clause may be filed as a grievance at Step 3 of the grievance procedure.
- (f) In the event of a dispute between the parties regarding the implementation of Article 10.03, the matter may be submitted to a panel chaired by Kevin Burkett for a meeting as quickly as is reasonably possible following receipt of particulars by the Hospital. The particulars shall identify the provisions of the

agreement that the Union alleges have been breached and any other matter to be discussed at the meeting. If necessary, an arbitration hearing may then be scheduled on an expedited basis.

10.04 Lay-Off Procedures

In the event one or more positions held by members of the bargaining unit are to be eliminated, and as a result one or more full-time or part-time employees are to be laid off, lay-offs within the affected area(s) will be in the order of least senior first, and the following steps will apply.

Step 1

The employee may be re-assigned to an available vacant position of the same description and classification elsewhere in the Hospital. Notice of such a re-assignment will be a minimum of six (6) weeks. Note: A vacant position is a position which is not staffed due to normal attrition or which may be newly created, but shall not include a position which the Hospital does not intend to staff.

Step 2

Where there is no vacant position of the same description and classification available, the Hospital will poll those employees working in positions of the same description and classification to determine if any such employee wishes to apply for a voluntary exit. Where there is an application for a voluntary exit, and where that application is accepted, then the laid off employee will be re-assigned to the position made vacant by the exit.

Step 3

If there is no vacant position of the same description and classification available, the employee will receive a minimum of three (3) months notice and must choose from the following options within seven (7) days:

- (a) accept the lay-off and remain eligible for recall to a position of the same description and classification for a period of forty-eight **(48)** months;
- (b) accept a severance package equal to two weeks pay for each year of service to a maximum of fifty-two (52) weeks pay;
- (c) displace the least senior member of the bargaining unit who is in a position of the same description and classification, and whose work the employee is qualified to perform.
- (d) In the event there are no employees of the same description and classification, then displace the least senior employee with lesser bargaining

unit seniority who is in an identical or lower paying classification, and whose work the employee is qualified to perform.

Step 4

Where an employee is displaced as a result of the use of Step 3, Option (c) or (d), that employee will receive notice totalling three months less the period of time Step 3 has taken to complete, at which time he or she must choose from the following options within seven (7) days:

- (a) accept the lay-off and remain eligible for recall to a position of the same description and classification for a period of forty-eight (48) months;
- (b) accept a severance package equal to two (2) weeks pay for each year of service to a maximum of fifty-two (52) weeks pay;
- (c) displace the least senior member of the bargaining unit, whose work the employee is qualified to perform.

Step 5

Where an employee is displaced as a result of the use of Step 4, Option (c), that employee will receive notice totalling three months less the period of time Steps 3 and 4 have taken to complete, at which time he or she must choose from the following options within seven (7) days:

- (a) accept the lay-off and remain eligible for recall to a position of the same description and classification for a period of forty-eight (48) months;
- (b) accept severance package equal to two (2) weeks pay for each year of service to a maximum of fifty-two (52) weeks pay.

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, unless the unit or service is being reduced to less than forty (40) hours per week.

10.05 Recall Procedures

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority provided he/she 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.
- (b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital will apply the provisions of Article 11.02. In applying those provisions, the Hospital agrees it shall not act in an arbitrary or unfair manner.

- (c) An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (d) 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.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his/her 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 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/her proper address being on record with the Hospital.
- (f) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed thirty (30) 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 lay-off.
- (g) A laid off employee shall retain the rights of recall for a period of forty-eight (48) months from the date of layoff.

Benefits on Layoff

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

10.06 Voluntary Exit Procedures

- (a) The opportunity to apply for a voluntary exit will be made available when the Hospital determines one or more positions within the bargaining unit will be eliminated. An application for a voluntary exit will be accepted on the following basis:
 - (i) where there are more qualified employees in the same position and classification than there are or will be positions available, and the lay-off of an employee may otherwise result;

- (ii) priority will be given to an employee who is or will be eligible to take an early retirement over an employee who will voluntarily resign;
 - (iii) acceptance of the most senior applicant first to the maximum number of exits needed, subject to section (ii) above.
- (b) An employee whose voluntary exit application is accepted will receive payment on the following basis:
- (i) 2 weeks salary for each year of service to a maximum of 26 weeks, or to age 65, whichever is less;
 - (ii) where an employee's service totals 5 years or less, he/she will receive an additional payment of \$1,500;
 - (iii) where an employee's service totals more than 5 years, he/she will receive an additional payment of \$3,000; and
 - (iv) Continuation of benefits for a maximum of three (3) months from the date of the employee's exit.
- (c) Where an employee's application for voluntary exit is accepted, and the employee receives a voluntary exit payment, that employee will not be eligible for reemployment by the hospital for a minimum of one (1) year.
- (d) Sections 10.05 (a), (b), and (c) will be applicable to regular part-time employees on a pro-rata basis based on their normal weekly earnings calculated over the twelve (12) month period immediately preceding their last day of work.

ARTICLE 11 -JOB POSTING

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 Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days. In addition to the hard copy, the Hospital may post jobs by electronic means where and when such mechanisms are available. The posting shall stipulate the qualifications, classification, rate of pay, current shift and unit. All applications shall be made in writing within the posting period. The Hospital will provide the Chief Steward with a copy of each job posting.

11.02 Employees shall be selected for positions on the basis of their ability, experience, qualifications and skills. Where these factors are relatively equal among the employees considered, seniority shall govern, providing the successful applicant, if any, is qualified to perform the available work.

- 11.03 Vacancies which are not expected to exceed three (3) months will not be posted and may be filled at the discretion of the Hospital. Where so designated, a temporary vacancy which exceeds three (3) months as a result of a maternity, parental and/or adoption leave may be filled on the same basis. Members of the bargaining unit will be considered for full-time vacancies prior to considering persons not employed by the Hospital.
- 11.04 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure provided herein and the selection process has been completed, and arrangements have been made to assign the successful candidate (s) to fill the vacancy. No grievance may be filed concerning such temporary arrangements.
- 11.05 The successful applicant will be placed in the vacancy for a trial period not exceeding ninety (90) working days and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time or if the employee feels he/she is unable to perform the duties of the vacant position to which he/she has posted, the employee will be returned to his/her former position at his/her former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. Newly hired employees shall be terminated and such termination shall not be the subject to the grievance and arbitration procedure.
- 11.06 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/her permanent status (ie. Part-time to full-time or vice versa).

ARTICLE 12 - NO CONTRACTING OUT

- 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 layoff 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 being contracted, and any subsequent contractor, agrees to employ the employees thus displaced from the Hospital; and in doing so to stand, with respect to that work, in 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.

ARTICLE 13 - EMPLOYMENT AGENCIES and WORK OF THE BARGAINING UNIT

13.01 Prior to enlisting the services of an employment agency, the Hospital will attempt to contact casual staff who may normally perform the duties in question. Part-time employees who may normally perform the duties in question may also make known their willingness and availability to accept additional shifts, but the scheduling or working of such additional shifts will not alter their employment status, nor will the contact or use of part-time or casual employees be required if overtime payments will result.

13.02 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, rehabilitation from illness or injury, or in emergencies when regular employees are not readily available.

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

13.03 The Hospital and the Union agree that volunteers are an essential component of the Hospital community and its day to day operations. The Hospital agrees that volunteers will not displace bargaining unit employees. The use of volunteers to perform bargaining unit work will not be expanded beyond the extent of existing practice.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

14.02 Where the hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the hospital will undertake to meet with the union to consider the minimization of adverse effects (if any) upon the employees concerned.

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

- (a) An employee who notifies the Hospital as soon as possible following bereavement will be granted bereavement leave for up to four **(4)** consecutive working days without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child or parent. An employee who notifies the Hospital as soon as possible following bereavement will be granted 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.
- (b) 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, nevertheless, 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.

15.02 Education Leave

- (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, wherever 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.

15.03 Jury and Witness Duty

- (a) An employee who is required to serve as a juror in any court of law, or who is required to attend as a witness in any court proceeding in which the Crown is a party, or who is required by subpoena to attend a court of law or

coroner's inquest in connection with a case arising out of their duties at the Hospital will not lose their regular pay for scheduled hours because of such attendance. The time served on jury or witness duty will not be counted as hours worked for the purposes of computing overtime.

- (b) An employee will not be required to work on the day that he/she is required to serve on jury or witness duty. This provision applies to an employee scheduled to work an evening or night shift on that day.
- (c) Upon receipt of a summons or subpoena, an employee must advise their immediate supervisor by providing a copy of the document. The employee must remain in contact with the supervisor, and/or provide an estimate of their expected date of return where possible.
- (d) Upon completion of jury or witness duty, the employee must provide evidence of having served for the time claimed. As well, upon completion of jury and witness duty the employee is responsible for repaying the Hospital for those days on which they have been paid by both the Court and the Hospital. The employee will repay the Hospital the payment received from the court, excluding any mileage, travelling and meal allowances. Proof of payment from the court is to be submitted to the Hospital.

15.04 Pregnancy Leave

- (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 four (4) 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 four (4) weeks in advance thereof.
- (d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefits (SUB) Plan, a full-time or regular part-time 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 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three (93%) percent 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 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.

- (e) Unless otherwise informed, the Hospital will calculate the Supplemental Maternity Benefit based on the EI cheque stub. If an employee's EI benefit includes earnings outside the Hospital, the employee must advise the Hospital through its payroll unit, so that the Supplemental Maternity Benefit will be calculated on those earnings only applicable to St. Michael's Hospital.
- (f) 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.
- (g) 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.
- (h) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (i) 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

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return, where possible.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request

the leave of absence in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least four (4) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof.
- (e) Any full-time or regular part-time 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 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three (93%) percent 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.

- (f) Unless otherwise informed, the Hospital will calculate the Supplemental Maternity Benefit based on the EI cheque stub. If an employee's EI benefit includes earnings outside the Hospital, the employee must advise the Hospital through its payroll unit, 30 that the Supplemental Maternity Benefit will be calculated on those earnings only applicable to St. Michael's Hospital.
- (g) 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.
- (h) 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.

(i) **Full-time**

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.

- (j) 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 the employee is on parental leave.

Part-time

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 the employee is on parental leave, on the basis of what the employee's normal regular hours of work would have been.

- (k) 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 her former duties on the same shift in the same department, and at the same rate of pay.

Record of Employment

The Hospital will provide the employee with a Record of Employment (ROE) within five (5) days from the last day paid or the day the Hospital is made aware of the interruption of earnings (whichever is the later), in order to apply for employment insurance benefits.

15.06 Full-Time Union Office

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

- (a) The Hospital will grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) In making application for leave of absence for Union business, it is understood the leave of absence will be for no longer than a one (1) week period and will not be requested on more than four (4) occasions in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than four (4) employees at one time and not more than one (1) employee from one department may be absent on Union leave at one and the same time. It is understood and agreed that permission for such Union leave will not be unreasonably withheld.
- (d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

The Hospital may grant a leave of absence without pay to any employee for legitimate personal reasons. Any employee who is absent on such leave for a period of more than 30 continuous calendar days will have his/her seniority adjusted upon return from such leave.

15.09 Pre-Paid Leave

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 (4) years' 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 their manager 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) The number of employees that may be absent at any one time shall be determined by the Hospital, provided the determination is not discriminatory or arbitrary. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
- (d) Written applications will be reviewed by the employee's manager.
- (e) During the four **(4)** years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him 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. 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 or the St. Michael's Hospital Pension Plan will be in accordance with the relevant Plan. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the employee's manager. 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 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 the employee within a reasonable period of time.
- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee's shall be subject to the applicable assignment or layoff provisions in the collective agreement.
- (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 pre-paid leave program in accordance with Article 15.09 of the Collective Agreement.
 - (ii) The period of salary deferral and the 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.

15.10 Reservist Leave

- (a) An employee who is a reservist in the Canadian Forces will be granted an unpaid leave without loss of service or seniority in order to enable the employee to be deployed to a Canadian Forces operation outside Canada, or inside Canada in connection with a domestic emergency or its aftermath. The employee will give as much notice as reasonably possible.
- (b) Deployment for purposes of this leave shall include pre-deployment or post-deployment activities that are required by the Canadian Forces in connection with an operation described in paragraph (a).
- (c) Other leaves in connection with military reservist service may be requested pursuant to Article 15.08.

ARTICLE 16 - HOURS OF WORK

16.01 The provisions of this article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift, or per week, or for any period whatsoever, nor a guarantee of working schedules.

- (a) The regular work week for full-time employees shall average 37.5 hours (exclusive of meal times) averaged over each 4-week period of the posted schedule for non-clinical employees and averaged over each 6-week period of the posted schedule for clinical employees.
- (b) The normal daily shift shall be seven and one half (7.5) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period. Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each half shift, however the scheduling of such relief periods shall not interfere with patient care or operational requirements.
- (c) The normal daily extended shift shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime. Employees shall be entitled to relief periods during the shift of a total of forty-five (45) minutes; however the scheduling of such relief periods shall not interfere with patient care or operational requirements.

Extended tours are a regular and established part of the Hospital's clinical & supportive services and programs, The Hospital reserves the right to use extended tour schedules as necessary. The Hospital agrees to provide the Union with notice in advance, and if requested, will meet with the Union prior to applying extended tour scheduling in a program, unit or service.

- (d) It is understood that regular hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa.
- (e) Employees' work: schedules shall be posted two (2) weeks in advance of the schedules becoming effective where practicable. The Steward will be granted access to updated schedules upon providing reasonable notice of such a request.

16.02 Time Off Between Shifts

In the case of direct patient care units where employees are required to rotate on the day, evening, and/or night shift, the Hospital will endeavour to arrange shifts so that there will be time equivalent to two Normal Daily Shifts between the beginning of an employee's shift and their changeover of shift, and time between the beginning of the employee's shift and the changeover of shifts equivalent to five normal daily shifts if there is one (1) day off, and time equivalent to six (6) normal

shifts if there are two (2) days off between the changeover of shifts. These provisions shall not apply where employees agree to an exchange of shifts as outlined in Article 16.04.

16.03 Weekends Off

- (a) In scheduling shifts, the hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and in any event, at least one weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 1/2) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:
 - (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
 - (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
 - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (b) It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the collective agreement arising out of the foregoing undertakings.
- (c) The foregoing shall have no application where other scheduling arrangements are provided which are acceptable to the employer and the employees affected.

16.04 It is the practice of the Hospital to encourage and support self-directed teams. In the normal course of events, employees may exchange shifts provided that such exchange in posted schedules is recorded by both employees, that the Hospital is informed and that no overtime premium is paid as a result of such exchange and no additional costs to the Hospital result from such an exchange, if operationally required, the Hospital may disallow such a shift exchange.

16.05 Scheduling

- (a) Full-time and regular part-time employees will be scheduled up to their commitments prior to offering any available shifts to casual employees.
- (b) Regular part-time and casual employees who are interested in working available shifts must complete availability forms provided by each

department. It is agreed that if employees do not complete an availability form, it shall be deemed that the employee is not available for available shifts. If an employee changes their availability, the employer will endeavour to make the changes as quickly as possible but no later than the start of the next posted schedule.

- (c) After the scheduling of shifts in part (a) above, available shifts will be distributed to available regular part-time casual employees on an equitable basis. It is agreed that employees will not be offered shifts if the shift places the employee in an overtime or premium pay situation. Shifts that are in violation of the collective agreement or legislation will not be offered to employees.
- (d) When shift is offered to an employee who has indicated availability and the shift is declined, the shift shall be deemed worked for the purposes of equitable distribution.

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Definition of Regular Straight Time Rate of Pay

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 of this agreement.

17.02 Overtime

- (a) Authorized time worked in excess of the hours referred to in 16.01 (a)(b) and (c) as applicable, will be counted as overtime work and will be paid at the rate of time and one-half (1 ½) of the employee's regular rate of pay.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable amounts of authorized overtime work.
- (c) Overtime premium will not be duplicated or pyramided nor shall overtime premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is paid. Where an employee is required to work an overtime shift of eight (8) or twelve (12) hours that is not contiguous with the employee's regular straight time shift, and is then required to work additional hours contiguous to the full overtime shift, the employee will be compensated at the rate of double his or her regular straight-time hourly rate for the additional contiguous overtime hours.

17.03 Reporting Pay

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 except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one hour's prior notice not to report for work.

17.04 Standby

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

Effective October 1, 2008 increase current entitlement to \$3.20/hour

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half 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) hours 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 % times his/her 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/her straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

For both full-time and part-time; employees shall be paid a shift premium of one dollar and five cents (\$1.05) per hour for all hours worked where the majority of the hours fall between 1530 and 0730 hours.

Effective October 1, 2010, this entitlement shall increase to one dollar and ten cents (\$1.10) per hour.

17.07 Responsibility Outside the Bargaining Unit

For both full-time and part-time; where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period of one shift or more the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

Upon ratification, April 14, 2008, increase entitlement to \$4.00 per shift.

17.08 Pay During Temporary Transfer

When an employee is assigned to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period of one-shift or more, he/she will be paid at the step in the range of the higher paying position which is immediately above the employee's current rate of pay from the commencement of the assignment.

17.09 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employees shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable overtime rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken at a time mutually agreeable to the Hospital and the employee or payment in accordance with the former option shall be made.

17.10 Employees absent on approved leave, paid by the Employer or in receipt of WSIB benefits 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.

17.11 Weekend Premium

A full-time and part-time employee shall be paid a weekend premium of one dollar and five cents (\$1.05) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period the Hospital may

establish. If the employee is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

Effective October 1, 2010, this entitlement shall increase to one dollar and ten cents (\$1.10) per hour.

ARTICLE 18 - ALLOWANCES

18.01 Uniforms

Where uniforms are required, the Hospital shall either supply the uniforms or provide a uniform allowance of one hundred (\$100.00) in the first pay period of March of each year. If the Hospital supplies the uniforms, the Hospital will provide at the time of hire three (3) uniforms for full-time employees, two (2) uniforms for regular part-time employees, and one (1) uniform for casual employees. Employees who have completed their probationary period will then receive one (1) additional uniform on March 1st of each year.

18.02 When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00).

Effective December 21, 2010, this amount shall increase to six dollars (\$6.00).

ARTICLE 19 - HEALTH and SAFETY

19.01 Health and Safety Committee

- (a) 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.
- (b) The parties agree that one member of the Hospital's Joint Health and Safety Committee will be appointed by the Union from among bargaining unit employees. Two other bargaining unit members representing various areas of the Hospital will be appointed as technical advisors to the Committee.
- (c) Operations of the Health and Safety Committee will be governed by the terms of reference of the committee as amended periodically.

19.02 The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to section 19.03 below regarding safety footwear. Issues related to the need for any protective clothing or

safety equipment in addition to that which the Hospital is presently providing will be referred to the Hospital Health and Safety Committee.

Subject to Article 19.03 below, where a new position is created that may require an employee to wear safety footwear or where a substantial change to the work or an existing position requires a review of the need for safety footwear to perform the duties of that position, the Hospital shall engage the services of an independent occupational hygienist, as agreed between the parties, to determine whether or not safety footwear is required for that position. Such determination shall not be subject to challenge by either party.

19.03 A full-time employee who is required by the Hospital to wear safety footwear during the course of his or her duties will receive a maximum of ninety (\$90.00) dollars toward the cost of the first purchase of such footwear approved by the employee's manager or delegate, and subsequently will receive a maximum of ninety dollars (\$90.00), when it is determined by the employee's manager or delegate, that such safety footwear requires replacement.

A part-time employee who is required by the Hospital to wear safety footwear during the course of his or her duties will receive a maximum of forty-five (\$45.00) dollars toward the cost of the first purchase of such footwear approved by the employee's manager or delegate, and subsequently will receive a maximum of forty-five dollars (\$45.00), when it is determined by the employee's manager or delegate, that such safety footwear requires replacement.

ARTICLE 20 - PAID HOLIDAYS

20.01 (a) The following statutory and paid holidays will be recognized as holidays on the days they are officially observed:

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

(b) The Hospital also recognizes St. Michael's Day (September 29), the employee's anniversary date, and the employee's birth date as paid holidays.

(c) The paid holidays listed in Article 20.01(b) are exempt from Article 20.05 (a). Such holidays must be taken on the actual date or within ninety (90) days following the actual date, subject to the normal approval processes.

20.02 In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this agreement, such holiday will be substituted for one of the holidays mentioned in section (b) above. The designation of the additional holiday for an existing holiday shall be negotiated between the parties and such designation shall not add to the present number of paid holidays.

- 20.03 (a) In order to qualify for a paid holiday, an employee shall complete his/her full scheduled shift on each of the working days immediately preceding and following the holiday unless excused from doing so by the Hospital or the employee was absent due to:
- i) legitimate illness or accident which commenced within a month of the date of the holiday
 - ii) vacation granted by the Hospital
 - iii) an employee's regular scheduled day off
 - iv) bereavement leave or jury duty.
- (b) In order to qualify for a paid holiday, a part-time employee must meet the qualifier set out in (a) above and must also have worked at least twelve (12) out of the previous twenty-eight (28) work days.

20.04 Subject to Article 20.03, where a holiday falls on an employee's scheduled day off, and the employee chooses not to receive pay on the holiday, the employee has the option of having another day off with pay scheduled, in the alternative, the employee may choose to receive pay on the holiday and take a lieu day off without pay.

- 20.05 (a) An employee required to work on any of the foregoing holidays shall be paid at the regular rate of time and one-half ($1\frac{1}{2}$) his/her basic hourly rate of pay for all hours worked on such holidays subject to Article 20.03. In addition, he/she will receive a lieu day off with pay in the amount of his/her basic hourly rate of pay times the number of hours in a regular daily shift as set out in Article 16.
- (b) Where an employee is entitled to a lieu day under Article 20.05 (a) above, such lieu day will be taken on a day arranged between the employee and the Hospital within thirty (30) days of the holiday or may receive payment in lieu thereof by mutual agreement of the employee and the Hospital.

Note: Lieu days accrued under Article 20.05 (a) above for employees on extended shifts shall consist of 7.5 hours each.

20.06 Authorized overtime performed on a paid holiday will be compensated for at a rate of two and one-half (2½) times the regular straight time hourly rate for such additional authorized overtime.

ARTICLE 21 - VACATION

- 21.01 (a) An employee's vacation entitlement is based upon the length of continuous service with the employer. The accrual of vacation entitlement commences on the date of employment.
- (b) An employee shall receive vacation with pay at his/her basic hourly rate based upon accrued full time continuous service as follows:

YEARS OF SERVICE	VACATION ENTITLEMENT
-------------------------	-----------------------------

Full-Time Employees:

0 - 2 years	10 days (4%)
After 2 years	15 days (6%)
After 8 years	20 days (8%)
After 13 years	25 days (10%)
After 21 years	30 days (12%)
After 28 years	35 days (14%)

Adjustments to vacation grid placement of full-time employees due to prior part-time service (based on 9.03) will be made effective the 1999 vacation year.

(c) **Part-time Employees:**

0 - 3450 hours	10 days (4%)
After 3450 hours	15 days (6%)
After 13,800 hours	20 days (8%)
After 22,425 hours	25 days (10%)
After 37,950 hours	30 days (12%)

A part-time employee who has completed 48,300 hours of continuous service or more as of (the date for determining vacation entitlement in each Hospital) shall receive 14% vacation pay. For clarification, an employee who has received an additional 2% of gross earnings as a result of completing 51,750 hours or 60,375 hours in the vacation year that this agreement is effective shall not be eligible to receive 14% vacation pay until the following vacation year.

Effective the date of the interest arbitration award and for the 1999 vacation year, part-time employees will be correctly placed on the vacation grid based on their hours worked since their most recent date of hire as determined under Article 9.03.

- 21.02 (a) Where an employee's scheduled vacation is disrupted due to illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave where an employee can substantiate such illness by means of a medical certificate signed by a medical doctor.

- (b) Where an employee's scheduled vacation is interrupted due to illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave where an employee can substantiate such hospitalization by means of a medical certificate signed by a medical doctor.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be applied against the employee's vacation entitlement.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Effective no later than December 31, 2003 all former Wellesley employees will be covered by the terms of the benefit plans detailed in the collective agreement except as modified by Article 22.04.

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

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium for semi-private hospitalization currently in effect and 98% of the billed premium for the Extended Health Care plan currently in effect. Coverage includes eighty (80%) percent reimbursement for expenses and prescriptions. In addition, coverage includes vision care (maximum \$200 every 24 months, (increased on December 21, 2010 to maximum \$250 every 24 months), plus the cost of an eye exam every 24 months) and hearing aid allowance (lifetime- maximum \$300.00 per individual). Coverage also includes Private Duty Nursing services (maximum \$5,000 in any 3 consecutive calendar years). Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Chiropractor – services of a chiropractor will be covered up to an annual maximum of \$300.00

Physiotherapy – services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.00

- (b) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the life insurance plan currently in effect. Optional Life Insurance may be added at the employee's cost. As well, the Hospital agrees to pay 100* of the cost of the Accidental Death and

Dismemberment Plan currently in effect.

- (c) The Hospital agrees to pay 50% of the premiums of The Dental Care Plan covering 100% of the cost of basic services and 50% of the cost of major restorative and orthodontic services, at the current ODA fee schedule.
- (d) The Hospital agrees to pay 75% of the billed premium towards the Long-Term Disability insurance plan currently in effect.

22.0 Benefits for Part-time Employees

Effective no later than December 31, 2003 all part-time employees, including former Wellesley employees, will be covered the terms of the part-time benefit plans detailed below.

The Hospital agrees to provide the Flexible Benefit Plan, including core coverage for Catastrophic Health Care, life insurance and AD&D, and \$1100 in either cash or credit towards optional health, dental and AD&D plans (including a Health Care Spending account) for eligible regular part-time and casual part-time employees.

Eligible employees are those who work at least 12 hours or one extended shift per week on average during a twelve (12) month period prior to the annual Flex Benefit Plan renewal date. New participants will be required to meet the eligibility criteria during the first three (3) months of regular or casual part-time employment.

Part-time employees who do not qualify will receive 8 % pay in lieu of the Flexible Benefit plan.

22.03 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided that the benefits provided thereby are substantially the same. A copy of all current master policies of the benefits referred to in this article shall be provided to the Union. The Hospital agrees to consult with the Union before changing carriers.

22.04 Pension

- (a) The Hospital will provide participation in the St. Michael's Hospital Pension Plan. All full-time employees must enrol in the Plan. Part-time employees (including casual employees) may participate in the St. Michael's Hospital Pension Plan upon request.
- (b) All present employees enrolled in the Pension Plan shall maintain their enrolment in the Plan subject to the terms and conditions of the St. Michael's Hospital Pension Plan. New full-time employees and full-time employees not yet eligible for membership in the plan shall, as a condition of employment,

enroll in the Plan when eligible in accordance with the Plan's terms and conditions.

- (c) Employees transferring to the Bond Street Site of the Hospital from the St. Michael's Hospital, Wellesley Central Site, who were employees of the Wellesley Central Site on April 6, 1998, will remain eligible for participation in the HOOPP plan, as per agreement between St. Michael's Hospital and the Hospitals of Ontario Pension Plan.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Absence for sickness or accident compensable by the Workplace Safety and Insurance Board will not be charged against sick leave credits. Neither will an employee receive sick pay from the Hospital when in receipt of WSIB benefits. However, in the case of an accident which will be compensated by the WSIB, the Hospital will pay the employee's wages for the day of the accident.

ARTICLE 24 - SICK LEAVE

24.01 The hospital will provide sick leave with pay for up to 75 days based on a 7.5 hour workday for permanent full-time employees. Employees working 11.25 hour workdays will be provided with a proportionately reduced number of days of coverage, totalling the same number of hours. The percentage of salary or wages provided is dependent on an employee's length of service, as follows:

Length of Service	Percentage of Salary Continuance
Less than 3 months	n/a
3 months but less than 1 year	66 2/3%
1 year but less than 2 years	70%
2 years but less than 3 years	80%
3 years but less than 4 years	90%
4 years or more	100%

24.02 In order to qualify for salary continuance, an employee must be absent due to a legitimate illness, and if required must demonstrate that he/she is under the care of a physician, and provide all medical information as described in 24.03(c). The Hospital will maintain the principles of confidentiality with regard to all medical information it receives.

- 24.03 (a) During an unexpected absence due to illness, an employee must telephone her/his supervisor as early as possible prior to her/his scheduled start time and provide notice of the expected length of absence from work. Where an employee cannot provide an expected date of return, he/she should call in every day. Where an absence is expected to continue for more than 5 days,

an employee must report to her/his supervisor as directed and may be required to provide medical information as indicated in (c) below.

- (b) In the case of a scheduled absence, (such as surgery), an employee must provide notice of the expected length of absence to his/her supervisor at the earliest opportunity.
- (c) Where an employee is absent due to illness for a period of three days or more, the employee must provide a Doctor's certificate to the Hospital's Employee Health Unit. Such Doctor's certificate must provide a diagnosis or nature of illness, expected date of return, and any restrictions or accommodations necessary due to illness or disability prior to resuming work.

With the exception of workplace restrictions or accommodations, all medical information contained in the doctor's certificate, including information related to diagnosis or nature of illness is confidential to the Hospital's Employee Health Unit.

24.04 Sick leave benefits are paid on the basis of each separate disability. Where an employee has been absent from work due to illness and has returned for less than three consecutive weeks of full-time work before becoming disabled again from the same or a related cause, the two absences will be treated as one continuous period of disability.

24.05 **W.S.I.B. Benefits and Sick Leave**

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 WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would receive from WSIB 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. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the WSIB. If the claim for WSIB is 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.

24.06 **Pay for Medical Certificates**

The Hospital agrees to pay the cost of any medical certificate it may require provided that any such certificate provided is from a medical doctor.

24.07 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and hospital 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) Employees shall, subject to the following, be required to be vaccinated for influenza or be required to undertake influenza prophylaxis treatment when deemed necessary by a Hospital Infection Control physician.
- (ii) If the full cost of such medication is not covered by some other source, the Hospital will pay the full incremental cost for the vaccine. Where a prophylaxis treatment for an employee is deemed necessary for an employee by a Hospital Infection Control physician, the Hospital will provide such medication (subject to a supply being available).
- (iii) If an employee refuses to take the vaccine or required prophylaxis treatment required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. 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.
- (iv) If an employee refuses to take the vaccine or required prophylaxis treatment because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless such reassignment is not possible, in which case the employee will be paid. It is further agreed that such reassignment will not adversely impact the scheduled hours of other employees. If an employee gets sick as a result of the vaccination and applies for WSIB, the Hospital will not oppose the claim.
- (v) Notwithstanding the above, the Hospital may offer the vaccine or required prophylaxis treatment on a voluntary basis to employees free of charge.
- (vi) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 25 - COMPENSATION

25.01 The wage rates in effect for the duration of this collective agreement shall be as set forth in Schedule 'A' attached to and forming part of this collective agreement.

25.02 Promotion to A Higher Classification

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/she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted).

25.03 Full-time employees shall progress on the wage grid to the next higher rate within their classification on April 1st of each year provided that on that date they have been in their present classification for a minimum of one year. Part-time employees (including casual part-time employees) shall progress on the wage grid to the next higher rate within their classification on April 1 of each year provided the employee has completed an additional 1725 hours.

Effective December 4th, 2003, full-time employees shall progress on the wage grid to the next higher rate within their classification based on their anniversary date provided that on that date they have been in their present classification for a minimum of one year. Part-time employees (including casual part-time employees) shall progress on the wage grid to the next higher rate within their classification on the basis of one step equals 1725 hours worked.

ARTICLE 26 - MISCELLANEOUS

26.01 Bulletin Boards

The Hospital agrees to supply and make available to the Union for the posting of seniority lists and union notices two (2) bulletin boards to inform all employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin boards without prior approval by the Director of Human Resources of the Hospital or his/her designate.

26.02 Access To Files

- (a) Each employee shall have reasonable access to review the contents of his or her file provided a minimum forty-eight (48) hours notice, exclusive of weekends, is provided to the Human Resources Department, and provided that a representative of that department is present during the review. A copy of any evaluation contained in his or her file will be provided upon request.
- (b) Any disciplinary document will be removed from the record of the employee twenty-four (24) months following the receipt of such warning provided the employee's record has been discipline free for such 24 month period.

26.03 Hospital Rules and Policies

Prior to effecting any changes in Hospital wide rules or policies which affect employees covered by the agreement the Hospital will discuss the changes with the Union and provide copies of the same to the Union.

26.04 Pay Day

The Hospital shall pay on a regular pay day every Friday every two (2) weeks except when interfered with by the occurrence of a Paid Holiday on the regular pay day. In this case, the regular pay day shall be the day before the regular pay day. Employees will continue to be paid by the bank deposit system.

26.05 Cost of Printing

Each of the parties to this agreement shall share the cost of printing this agreement equally between them.

ARTICLE 27 - PLACEMENT ON THE WAGE GRID AND RETROACTIVITY

27.01 Effective March 31, 2004, employees who transferred employment from the Wellesley Hospital to the St. Michael's Hospital will have their placement on the wage grid amended to reflect the grid placement the employee would have had in accordance with the collective agreement, if they were placed on the step warranted by their Wellesley service date at the time of the transfer and then progressed in accordance with service accumulated in accordance with the collective agreement.

27.02 After appropriate wage grid placement has been achieved pursuant to 27.01, employees will progress on the wage grid in accordance with Article 25.

27.03 Retroactivity for all adjustments will be paid within 3 pay periods of the date of ratification.

27.04 Current wage adjustments will be paid within three (3) full pay periods of the date of ratification.

ARTICLE 28 - TERMINATION AND RENEWAL

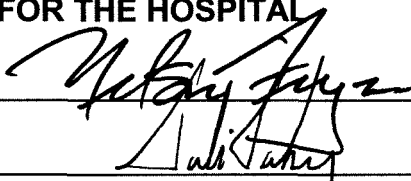
28.01 This agreement shall continue in effect until **September 30, 2012** and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

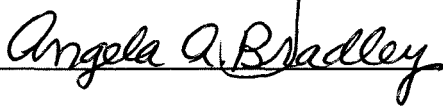
28.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed, following such notification.

28.03 If, pursuant to such negotiations, an agreement on the renewal or amendment is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act, R.S.O. 1970, c-232 of the Province of Ontario as amended, and the Hospital Labour Disputes Arbitration Act, R.S.O. 1970, c-208 as amended.

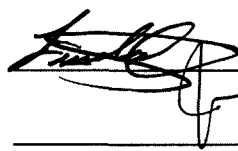
DATED AND SIGNED THIS 26TH day of May, 2011

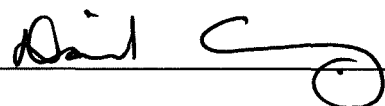
FOR THE HOSPITAL





FOR THE UNION





Schedule "A"

Effective Date: October 1, 2009

PAYLEVEL	START	STEP 1	STEP2	STEP3	STEP4	STEP5
S1	\$18.24	\$18.65	\$19.04	\$19.43	\$19.85	\$20.26
S2	\$19.53	\$19.97	\$20.41	\$20.86	\$21.28	\$21.73
S3	\$21.26	\$21.73	\$22.20	\$22.66	\$23.15	\$23.61
S4	\$21.75	\$22.25	\$22.75	\$23.24	\$23.68	\$24.16
S5	\$21.56	\$22.35	\$23.07	\$23.84	\$24.58	\$25.38
S6	\$23.38	\$23.91	\$24.42	\$24.92	\$25.46	\$25.98
S7	\$22.21	\$22.95	\$23.75	\$24.52	\$25.33	\$26.10
S8	\$24.21	\$24.77	\$25.28	\$25.82	\$26.38	\$26.92
S9	\$23.50	\$24.37	\$25.18	\$26.00	\$26.84	\$27.67
S10	\$30.10	\$31.14	\$32.21	\$33.27	\$34.32	\$35.40

Effective Date: October 1, 2010

PAYLEVEL	START	STEP1	STEP2	STEP3	STEP4	STEP5
S1	\$18.60	\$19.02	\$19.42	\$19.82	\$20.25	\$20.67
S2	\$19.92	\$20.37	\$20.82	\$21.28	\$21.71	\$22.16
S3	\$21.69	\$22.16	\$22.64	\$23.11	\$23.61	\$24.08
S4	\$22.19	\$22.70	\$23.21	\$23.70	\$24.15	\$24.64
S5	\$21.99	\$22.80	\$23.53	\$24.32	\$25.07	\$25.89
S6	\$23.85	\$24.39	\$24.91	\$25.42	\$25.97	\$26.50
S7	\$22.65	\$23.41	\$24.23	\$25.01	\$25.84	\$26.62
S8	\$24.69	\$25.27	\$25.79	\$26.34	\$26.91	\$27.46
S9	\$23.97	\$24.86	\$25.68	\$26.52	\$27.38	\$28.22
S10	\$30.70	\$31.76	\$32.85	\$33.94	\$35.01	\$36.11

Effective Date: October 1, 2009

PAY LEVEL S1

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$18.24	\$18.65	\$19.04	\$19.43	\$19.85	\$20.06

<u>Position #</u>	<u>Position Title</u>
0850	Cleaner - Detox
0130	Food Service Worker

PAY LEVEL S2

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$19.53	\$19.97	\$20.41	\$20.86	\$21.28	\$21.73

<u>Position #</u>	<u>Position Title</u>
0110	Cook
0027	Patient Transport Assistant
0028	Unit Service Worker
0029	Helper – Clinical Equipment
0055	Environmental/Facility Assistant
0325	Facility Housekeeper
0335	Facility Worker
0220	Helper - Carpentry
0221	Helper - Electricity
0222	Helper - Mechanics
0140	Ingredient Control Assistant
0950	Logistics Assistant - Receiving
0520	Porter/Clerk

PAY LEVEL S3

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$21.26	\$21.73	\$22.20	\$22.66	\$23.15	\$23.61

<u>Position #</u>	<u>Position Title</u>
0070	CPD Specialist
0105	Equipment/Supplies Svc Provider
0900	Clinical Assistant
0901	Perioperative Support Assistant Perioperative Services

PAY LEVEL S4

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$21.75	\$22.25	\$22.75	\$23.24	\$23.68	\$24.16

<u>Position #</u>	<u>Position Title</u>
0260	Painter
0265	Painter - Glass/Furniture

PAY LEVEL S5

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$21.56	\$22.35	\$23.07	\$23.84	\$24.58	\$25.38

<u>Position #</u>	<u>Position Title</u>
0745	Human Services Counselor
0240	Maintenance Mechanic
0810	Morgue Attendant
0765	Printer

PAY LEVEL S6

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$23.38	\$23.91	\$24.42	\$24.92	\$25.46	\$25.98

<u>Position #</u>	<u>Position Title</u>
0200	Carpenter

PAY LEVEL S7

Start	Step 1	Step 2	Step 3	Step 4	Step 5
22.21	\$22.95	\$23.75	\$24.52	\$25.33	\$26.10

<u>Position #</u>	<u>Position Title</u>
0029	Mechanic– Beds & Patient Equipment
0940	Technical Assistant
0230	Mechanic Instrument Repair

PAY LEVEL S8

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$24.21	\$24.77	\$25.28	\$25.82	\$26.38	\$26.92

<u>Position #</u>	<u>Position Title</u>
0270	Plumber

PAY LEVEL S9

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$23.50	\$24.37	\$25.18	\$26.00	\$26.84	\$27.67

<u>Position #</u>	<u>Position Title</u>
0210	Electrician
0245	Mechanic Refrigeration/Air Conditioning
0250	Mechanic Shift Maintenance
0255	Mechanic Shift Relief Maintenance
0235	Mechanic Special Equipment Maintenance
0280	Maintenance Automation Specialist

PAY LEVEL S10

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$30.10	\$31.14	\$32.21	\$33.27	\$34.32	\$35.40

<u>Position #</u>	<u>Position Title</u>
0215	Electrical Lead Hand

Effective Date: October 1, 2010

PAY LEVEL S1

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$18.60	\$19.02	\$19.42	\$19.82	\$20.25	\$20.67

PAY LEVEL S2

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$19.92	\$20.37	\$20.82	\$21.28	\$21.71	\$22.16

Position #	Position Title
0110	Cook
0026	Unit Service Worker
0027	Patient Transport Assistant
0028	Helper– Clinical Equipment
0055	Environmental/Facility Assistant
0325	Facility Housekeeper
0335	Facility Worker
0220	Helper- Carpentry
0221	Helper- Electricity
0222	Helper- Mechanics
0140	Ingredient Control Assistant
0950	Logistics Assistant - Receiving
0520	Porter/Clerk

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$21.69	\$22.16	\$22.64	\$23.11	\$23.61	\$24.08

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$22.19	\$22.70	\$23.21	\$23.70	\$24.15	\$24.64

PAY LEVEL S5

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$21.99	\$22.80	\$23.53	\$24.32	\$25.07	\$25.89

<u>Position #</u>	<u>Position Title</u>
0745	Human Services Counselor
0240	Maintenance Mechanic
0810	Morgue Attendant
0765	Printer

PAY LEVEL S6

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$23.85	\$24.39	\$24.91	\$25.42	\$25.97	\$26.50

<u>Position #</u>	<u>Position Title</u>
0200	Carpenter

PAY LEVEL S7

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$22.65	\$23.41	\$24.23	\$25.01	\$25.84	\$26.62

<u>Position #</u>	<u>Position Title</u>
0029	Mechanic– Beds & Patient Equipment
0940	Technical Assistant
0230	Mechanic Instrument Repair

PAY LEVEL S8

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$24.69	\$25.27	\$25.79	\$26.34	\$26.91	\$27.46

<u>Position #</u>	<u>Position Title</u>
0270	Plumber

PAY LEVEL S9

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$23.97	\$24.86	\$25.68	\$26.52	\$27.38	\$28.22

<u>Position #</u>	<u>Position Title</u>
0210	Electrician
0245	Mechanic Refrigeration/Air Conditioning
0250	Mechanic Shift Maintenance
0255	Mechanic Shift Relief Maintenance
0235	Mechanic Special Equipment Maintenance
0280	Maintenance Automation Specialist

PAY LEVEL S10

Start	Step 1	Step 2	Step 3	Step 4	Step 5
\$30.70	\$31.76	\$32.85	\$33.94	\$35.01	\$36.11

Position#	Position Title
0215	Electrical Lead Hand

Retroactivity:

The said retroactive wage increases effective October 1, 2009 and October 1, 2010 shall be based on hours paid since the said effective date to all employees in the bargaining unit on the date of ratification. Retroactive payments will be made not later than 60 days after the date of the Supplementary Award.

However, for any employee who has voluntarily resigned or retired since one of the effective dates of the increases, retroactive payments will be made within 60 days of receipt of their written request, provided that the employee applies in writing no later than 60 days from the date of this Supplementary Award. The Union may notify former employees of their entitlement. The Union may notify former employees of their entitlement.

LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND

SEIU LOCAL 1 CANADA

RE: TRANSFORMATION IN HEALTH CARE

Seniority Recognition

Without prejudice to the Union's or the Hospital's right 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 on 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.

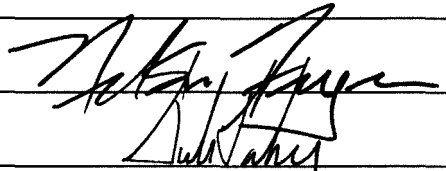
Without prejudice to the Union's or the Hospital's right under the collective agreement or the *Labour Relations Act*, employees relocation/transfer* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 24- month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


DATED AND SIGNED THIS 26th day of May, 2011

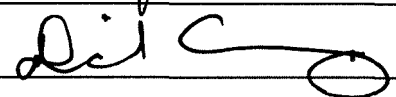
FOR THE HOSPITAL



Angela A. Bradley

FOR THE UNION





LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND

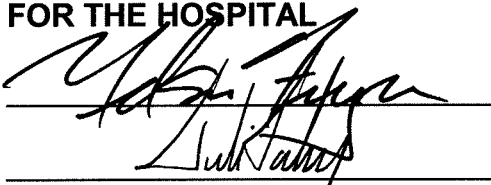
SEIU LOCAL 1 CANADA

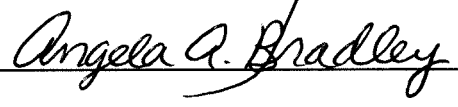
RE: HOOPP

Employees who were employed by the Wellesley Central Hospital on or before April 6, 1998 and who were members of the Hospitals of Ontario Pension Plan (HOOPP), and who transferred to St. Michael's Hospital thereafter, will continue to participate in HOOPP for the term of this collective agreement.

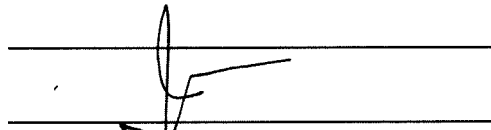
DATED AND SIGNED THIS 26th day of May, 2011

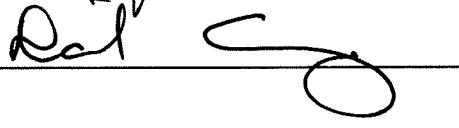
FOR THE HOSPITAL





FOR THE UNION





LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND

SEIU LOCAL 1 CANADA


RE: Reporting Period at End of Shift

This will confirm the Understanding between the parties that employees providing direct patient care and working either the normal daily shift or the extended daily shift, may be required to remain at the change of shift for a period of up to fifteen (15) minutes duration for the purpose of reporting.

Such period will be considered part of the normal daily shift, or part of the normal daily extended shift, for which there will be no additional pay. Where such reporting period extends to more than 15 minutes, then the entire period will be paid at time and one-half the hourly rate.


DATED AND SIGNED THIS 26th day of May, 2011

FOR THE HOSPITAL



Angela A. Bradley

FOR THE UNION



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LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND


SEIU LOCAL 1 CANADA

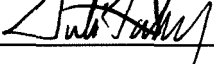
RE: Local Health Integration Networks

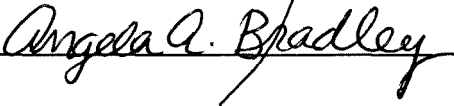
The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Union/Management Committee, in accordance with Article 7.

DATED AND SIGNED THIS 26th day of May, 2011


FOR THE HOSPITAL

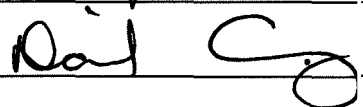






FOR THE UNION





LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND

SEIU LOCAL 1 CANADA


RE: Education Fund – Full-time and Part-time

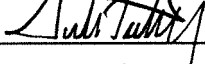
If the Local Union indicates to the Hospital that a special assessment of \$0.03 per hour for Union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

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.

DATED AND SIGNED THIS 16th day of May, 2011


FOR THE HOSPITAL

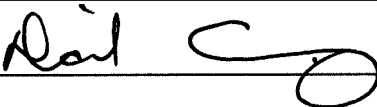




Angela A. Bradley

FOR THE UNION





LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND

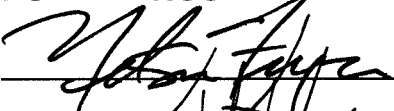
SEIU LOCAL 1 CANADA


RE: UNION REPRESENTATION

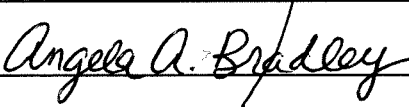
At recent collective bargaining negotiations the parties discussed the need for union members to be able to access their stewards. It is agreed that the Union's Chief Steward (or his or her designate in the Chief Steward's absence) may, during the Steward's non-working hours (including lunches and breaks) meet bargaining unit members in the Hospital cafeteria at a regular area if available. It is understood and agreed that this will not occur during the members' working time and will not interfere with cafeteria or other Hospital operations. This Letter will be reviewed annually and may be terminated by either party at the end of each year if this arrangement is not working satisfactorily.

DATED AND SIGNED THIS 26TH day of May, 2011

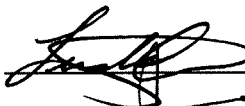
FOR THE HOSPITAL

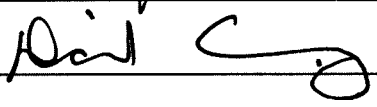






FOR THE UNION





LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND

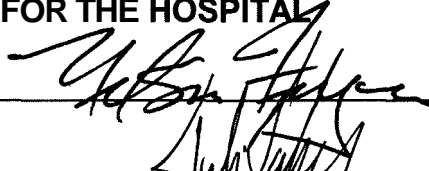
SEIU LOCAL 1 CANADA

RE: RPN

At recent collective bargaining negotiations, the Union sought a Letter of Understanding committing the Hospital to consult with the Union, in keeping with the Burkett Central Award dated November 5, 2010, in the event that the Hospital decides to hire Registered Practical Nurses ("RPNs"). The Hospital refused the Union's request. Among other things, the Hospital pointed out that it has no current plans to hire RPNs.

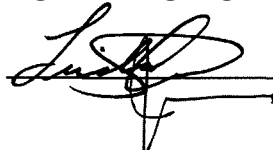
DATED AND SIGNED THIS 26TH day of May, 2011

FOR THE HOSPITAL



Angela A. Bradley

FOR THE UNION



Paul C.

LETTER OF UNDERSTANDING

BETWEEN

ST. MICHAEL'S HOSPITAL

AND


SEIU LOCAL ■ CANADA

RE: WAGE AND BENEFIT INCREASES IN THIRD YEAR

Effective Oct. 1, 2011 – Wage and Benefit increases, if any, will mirror the increases, if any, negotiated or ordered by an arbitration board in relation to the “Central Agreement” between the Union and the group of hospitals represented by the Ontario Hospital Association, in relation to the period from October, 2011, to September, 2012. “Benefits” for the purposes of this clause are those cost items included in Articles 17, 18, 20, 21, and 22.01, and such mirrored changes shall include any cost-saving measures or changes agreed to or ordered as well as any benefit improvements.

DATED AND SIGNED THIS 26th day of May, 2011

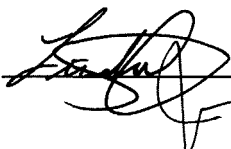
FOR THE HOSPITAL



Substituted

Angela A. Bradley

FOR THE UNION



Neil C...

