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UNIT No. 244

**COLLECTIVE AGREEMENT**

**Between**

**MIC'S GROUP of HEALTH SERVICES**

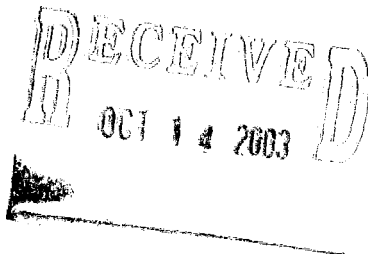
**(hereinafter called the "Employer")**

**and**

**SEIU LOCAL 204**

**(hereinafter called the "Union")**

**FULL-TIME AND PART-TIME**



**Expires: October 10, 2004**

13113-01

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
Article 1	PURPOSE.....	1
Article 2	SCOPE AND RECOGNITION .....	1
Article 3	MANAGEMENT RIGHTS.....	1
Article 4	DEFINITIONS.....	1
	<b>4.01</b> Temporary Employees.....	1
	<b>4.02</b> Part-time Employees.....	2
	<b>4.03</b> Casual Employees.....	2
Article 5	UNION SECURITY.....	2
	<b>5.01</b> Union Dues .....	2
	<b>5.02</b> Interview Period .....	3
	<b>5.03</b> Employees List .....	3
Article 6	NO STRIKE/LOCKOUT .....	3
Article 7	UNION REPRESENTATION AND COMMITTEES.....	4
	<b>7.01</b> Grievance Committee.....	4
	<b>7.02</b> Union Stewards .....	4
	<b>7.03</b> Central Bargaining Committee .....	5
	<b>7.04</b> Local Negotiating Committee.....	6
	<b>7.05</b> Labour Management Committee.....	6
Article 8	GRIEVANCE AND ARBITRATION.....	7
Article 9	SENIORITY.....	10
	<b>9.01</b> Probationary Employee .....	10
	<b>9.02</b> Definition of Seniority .....	11
	<b>9.03</b> Transfer of Service and Seniority .....	12
	<b>9.04</b> Loss of Seniority .....	12
	<b>9.05</b> Effect of Absence .....	13
	<b>9.06</b> Transfer of Seniority Outside the Bargaining Unit .....	14
Article 10	JOB SECURITY .....	15
	<b>10.01</b> .....	15
	<b>10.02</b> Notice of Lay-off.....	16
	<b>10.03</b> Severance and Retirement Options .....	17
	<b>10.04</b> Regional Staff Planning Committee .....	18
	<b>10.05</b> Lay-off and Recall .....	19
	<b>10.06</b> Benefits on Lay-off.....	21
Article 11	JOB POSTING.....	21
Article 12	NO CONTRACTING OUT.....	22
Article 13	WORK OF THE BARGAINING UNIT.....	23
	<b>13.01</b> Work of the Bargaining Unit.....	23
	<b>13.02</b> Employment Agencies .....	23
	<b>13.03</b> Volunteers.....	23
	<b>13.04</b> Ratio of RNs to RPNs .....	23
	<b>13.05</b> RPN Utilization.....	24
Article 14	TECHNOLOGICAL CHANGE .....	24
Article 15	LEAVES OF ABSENCE.....	25
	<b>15.01</b> Bereavement Leave .....	25

	<b>15.02</b>	Education Leave .....	25
	<b>15.03</b>	Jury and Witness Duty.....	26
	<b>15.04</b>	Pregnancy Leave.....	27
	<b>15.05</b>	Parental Leave .....	30
	<b>15.06</b>	Full-time Union Office .....	33
	<b>15.07</b>	Union Leave.....	33
	<b>15.08</b>	Pre-Paid Leave Plan.....	34
	<b>15.09</b>	Personal Leave.....	35
Article	<b>16</b>	<b>HOURS OF WORK</b> .....	36
	<b>16.01</b>	Daily and Weekly Hours of Work.....	36
	<b>16.02</b>	Rest Period .....	36
	<b>16.03</b>	Time Off Between Shifts .....	36
Article	<b>17</b>	<b>PREMIUM PAYMENT</b> .....	37
	<b>17.01</b>	Definition of Regular Straight Time Rate of Pay.....	37
	<b>17.02</b>	Definition of Overtime (Overtime Premium).....	37
	<b>17.03</b>	Reporting Pay.....	38
	<b>17.04</b>	Standby .....	38
	<b>17.05</b>	Call Back.....	38
	<b>17.06</b>	Shift Premium.....	39
	<b>17.07</b>	Responsibility outside the Bargaining Unit.....	39
	<b>17.08</b>	Overtime - Lieu Time.....	39
	<b>17.09</b>	Paid Time to Working Time.....	39
	<b>17.10</b>	Weekend Premium .....	40
Article	<b>18</b>	<b>ALLOWANCES</b> .....	40
	<b>18.01</b>	Meal Allowance.....	40
	<b>18.02</b>	Uniform Allowance .....	40
	<b>18.03</b>	Transportation Allowance .....	40
Article	<b>19</b>	<b>HEALTH AND SAFETY</b> .....	41
	<b>19.01</b>	Accident Prevention – Health and Safety Committee .....	41
	<b>19.02</b>	Protective Clothing.....	41
Article	<b>20</b>	<b>PAID HOLIDAYS</b> .....	41
	<b>20.01</b>	Payment for Working Overtime on a Holiday.....	41
	<b>20.02</b>	Paid Holidays.....	41
Article	<b>21</b>	<b>VACATIONS</b> .....	42
	<b>21.01</b>	Entitlement and Calculation of Payment .....	42
	<b>21.02</b>	Approved Leave of Absence During Vacation.....	44
Article	<b>22</b>	<b>BENEFITS</b> .....	44
	<b>22.01</b>	Insured Benefits .....	44
	<b>22.02</b>	Change of Carrier .....	46
	<b>22.03</b>	Pension .....	46
Article	<b>23</b>	<b>INJURY AND DISABILITY</b> .....	46
	<b>23.01</b>	Workers' Compensation injury.....	46
	<b>23.02</b>	Disabled Employees.....	46
Article	<b>24</b>	<b>SICK LEAVE</b> .....	47
	<b>24.01</b>	Sick Leave and Long Term Disability .....	47
	<b>24.02</b>	Workers' Compensation Benefits and Sick Leave.....	47
Article	<b>25</b>	<b>COMPENSATION</b> .....	49
	<b>25.01</b>	Experience Pay.....	49

25.02	Promotion to a Higher Classification.....	49
25.03	Temporary Transfer.....	49
25.04	Job Classification.....	49
25.05	Progression on the Wage Scale.....	50
Article 26	RELATIONSHIP.....	51
Article 27	EDUCATION FUND.....	51
Article 28	PROFESSIONAL RESPONSIBILITY.....	51
Article 29	DURATION.....	52
29.01	Renewal.....	52
29.02	Term.....	52
Schedule "A"	Hourly Wage Rates.....	53
MODEL AGREEMENT	Extended Shift Arrangements .....	54
LETTER OF INTENT	Liability Insurance.....	57
WORKLOAD REVIEW FORM	.....	58
LETTER OF INTENT	Utilization of RPN Skills.....	59
LETTER OF INTENT	Joint Benefits Review Committee.....	60
LETTER OF INTENT	Standardization Committee.....	61
LETTER OF INTENT	Staff Planning Committee and Charney Board.....	62
<u>LOCAL PROVISIONS APPENDIX.....</u>		63
Article L1	STATEMENT OF RELIGIOUS PURPOSE	
Article L2	SCOPE AND RECOGNITION.....	63
Article L3	MANAGEMENT RIGHTS.....	63
Article L7	UNION REPRESENTATION AND COMMITTEES .....	64
Article L9	SENIORITY .....	65
Article L10	JOB SECURITY.....	65
Article L13	SKILLS UTILIZATION.....	65
Article L15	UNION LEAVE.....	65
Article L16	HOURS OF WORK .....	66
Article L18	ALLOWANCES.....	68
Article L19	HEALTH AND SAFETY.....	68
Article L20	PAID HOLIDAYS.....	69
Article L21	VACATIONS.....	70
Article L25	WAGES AND CLASSIFICATION PREMIUMS.....	71
Article L30	MISCELLANEOUS.....	72
APPENDIX "A"	LADY MINTO SICK LEAVE .....	74

**ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees concerned, to establish and maintain satisfactory working conditions, hours of work and wages, and to provide or the prompt disposition of grievances for all the employees who are subject to the provisions of this Agreement.
- 1.02 Where the masculine pronoun is used herein it includes the feminine pronoun and vice versa where the context so requires. Where the singular is used it may also be deemed to mean plural and vice versa.

**ARTICLE 2- SCOPE AND RECOGNITION**

See Local Provisions Appendix L2

**ARTICLE 3 – MANAGEMENT RIGHTS**

See Local Provisions Appendix L3

**ARTICLE 4 – DEFINITIONS**

- 4.01 Temporary Employees  
Full-time and Part-time

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer 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 probation period will be credited with the appropriate seniority.

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

- 4.02 Part-Time Employees  
A part-time employee shall mean an employee who is regularly employed for not more than twenty-four hours per week.
- 4.03 Casual Employees  
Regular part-time employees may apply for posted positions as casual employees at any site. When working in a casual capacity, such work is not scheduled, but offered on a call in basis only as and when required by the Employer. Such an employee may decline to work when requested to do so. Casual employees will only be called for work once all regular part-time employees from the site requiring a worker have been offered the work. Employees terminating their regular part-time position automatically terminate from their casual position
- 4.04 The word “employee” or “employees” wherever used in this Agreement shall mean only the employees in the bargaining unit as defined above.

## **ARTICLE 5 – UNION SECURITY**

5.01 Union Dues  
Full-time and Part-time

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

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

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

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

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

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

5.02 Interview Period  
Full-time and Part-time

A union steward shall be given the opportunity of interviewing each new employee who is not a member of the Union once during the employees orientation period for the purpose of informing such employee of the existence of the Union in the Employer's establishment and of ascertaining whether the employee wishes to become a member of the Union.

The Employer shall advise the Union as to the names of the persons to be interviewed. Such interview shall not exceed fifteen (15) minutes.

5.03 Employees Lists  
Full-time and Part-time

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

5.04 No Other Agreements  
Full-time and Part-time

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

**ARTICLE 6 – NO STRIKE/LOCKOUT**  
Full-time and Part-time

6.01 During the term of this Agreement, the Employer will not cause or direct any lockout of employees and the Union will not cause, direct or condone any

strike or other individual or collective action which will interfere with, or in any way impair the services of the Employer, and if the employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.

- 6.02 The definition of the terms “lockout” and “strike” as used in Section (01) above, shall have the meaning given them in the Ontario Labour Relations Act, S.O. 1995, as amended.

## **ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES**

### 7.01 Grievance Committee Full-time and Part-time

- (a) The Employer will recognize a Grievance Committee composed of the Chief Steward and not more than (see L7) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

### 7.02 Union Stewards Full-time and Part-time

- (a) The Employer agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.



- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Employer in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (9) The number of stewards and the areas, which they represent, are to be determined locally.

7.03 Central Bargaining Committee  
Full-Time and Part-Time

In future central bargaining between Service Employees International Union and the participating employers, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Employers' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

The Union shall advise the Employers' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Employers' Central Negotiating Committee shall advise the eight employers accordingly.

It is understood that this clause does not apply to an employer that is not participating in Central Bargaining.

7.04 Local Negotiating Committee  
Full-Time and Part-Time

- (a) The Employer agrees to recognize a Negotiating Committee comprising of one member from each of the four sites to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Employer participates in Central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Employer does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Employer 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 Employer up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Employer.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

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

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is understood that joint meetings with other Labour-Management Committees in the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

It is agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

Where two or more agreements exist between an Employer and SEIU the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

See Local Provisions Appendix L7

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

### **Full-Time and Part-Time**

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

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

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

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

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

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

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

Step 1

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

Step 2

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

A meeting will then be held between the (designated by Employer) and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

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

8.05 Policy Grievance

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

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

Where the grievance is an Employer grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

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

8.07 Discharge Grievance

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

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

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

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

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

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

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

- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at

the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.

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

## **ARTICLE 9 – SENIORITY**

### 9.01 Probationary Period Fu11-Time

A new employee will be considered on probation until he has completed forty-five days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Employer, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in

writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### Part-Time

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 hours of work. With the written consent of the Employer, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### 9.02 Definition of Seniority - Full-Time:

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

For the purposes of lay-off, seniority will operate on a site-specific basis and in accordance with article 10.05, prior to utilizing bargaining unit wide seniority. The specific sites are as follows:

- a) Anson General Employer, Iroquois Falls
- b) Lady Minto Employer, Cochrane
- c) Bingham Memorial Employer, Matheson
- d) South Centennial Manor, Iroquois Falls

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

### Part-Time:

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

For the purposes of lay-off, seniority will operate on a site-specific basis and in accordance with article 10.05, prior to utilizing bargaining unit wide seniority. The specific sites are as follows:

- a) Anson General Employer, Iroquois Falls
- b) Lady Minto Employer, Cochrane
- c) Bingham Memorial Employer, Matheson
- d) South Centennial Manor, Iroquois Falls

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

$$\frac{\text{Employees' hours of service} \times 1725}{1950} = \text{Converted hours of service}$$

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

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under the Collective Agreement expiring November 15, 1985.

9.04 Loss of Seniority  
Full-Time and Part-time

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

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



- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (d) employee fails to return to work upon the expiration of a leave of absence for or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails, upon being notified of a recall, to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall:

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

9.05 Effect of Absence  
Full-Time

- (a) It is understood that, during an approved unpaid absence not exceeding thirty continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Employer will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.

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

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

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

### Part-Time

Effective February 28, 1995 part-time employees shall accrue seniority for a period of eighteen (18) months and 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.

Effective October 11, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

### 9.06 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to September 30<sup>th</sup>, 1985.

- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer, he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

See Local Provisions Appendix L9

## **ARTICLE 10 – JOBSECURITY**

### **Full-Time and Part-Time**

10.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) **Staff Planning Committee**

In addition to that, and to any staff planning committee in that employer of a non-representational make there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of the contract every three months unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to determine possible ways and means of avoiding or minimizing potential adverse effects or injury to the bargaining unit, including:

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

### **Composition and Meetings**

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

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable. The Employer shall make typing and other such clerical assistance available as required.

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

#### Disclosure

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

#### Accountability

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

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

### 10.02 Notice of Lay-off

#### (a) Notice

In the event of a proposed layoff at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

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

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

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

- (i) the reassignment of the employee is to an appropriate permanent job with the having regard to the employee's skills, abilities, qualification and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

### 10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within thirty days after receiving notice of layoff pursuant to Article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (1) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

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

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

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

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

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

#### 10.04 Regional Staff Planning Committees

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

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

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

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

#### 10.05 Layoff and Recall

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a 'laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 7% of the laid off employee' straight time hourly rate provided he can perform

the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated employer representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled,
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.



- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-Off

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

**ARTICLE 11 – JOBPOSTING**

11.01 Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within the bargaining unit's primary site for vacant positions referred to in this Article, employees in other SEIU bargaining unit sites under MICs will be selected in accordance with the criteria for selection above prior to considering persons who are not members

of SEIU bargaining unit at the Employer. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.

11.02 Vacancies, which are not expected to exceed six (6) months, will not be posted and may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in SEIU service bargaining unit sites who have recorded their interest in writing prior to considering persons not employed by the Employer. In considering such part-time employees, the criteria for selection in .01 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

## **ARTICLE 12 – NO CONTRACTING OUT**

### **Full-Time and Part-Time**

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

(1) to employ the employees thus displaced from the employer; and

- (2) in doing so to stand, with respect to that work, in the place of the employer for the purposes of the employer'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 Employer 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 Employer will undertake to review contracted services, which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Employer further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

### **ARTICLE 13 – WORK OF THE BARGAINING UNIT**

- 13.01 Work of the Bargaining Unit  
Full-Time and Part-Time

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

- 13.02 Employment Agencies  
Full-Time and Part-Time

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

- 13.03 Volunteers  
Full-Time and Part-Time

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

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

At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the Employer agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being

made, the senior administrator of the Employer agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

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

13.05 RPN Utilization  
Full-Time and Part-Time

The Employer and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

See Local Provisions Appendix L13

**ARTICLE 14 – TECHNOLOGICAL CHANGE**  
Full-Time and Part-Time

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

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

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

- 14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations.
- 14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.
- 14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Employer where not covered by OHIP.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### 15.01 Bereavement Leave Full-Time and Part-Time

An employee who notifies the Employer as soon as possible following a 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 parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nevertheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

### 15.02 Education Leave Full-Time and Part-Time

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written

application by the employee to the administration of the Employer. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

- (c) Where employees are required by the Employer 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  
Full-Time

- .01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the employer, the employee shall not lose regular pay because of such attendance provided that the employee:
  - (a) notifies the employer immediately on the employee's notification that he will be required to attend at court;
  - (b) presents proof of service requiring the employee's attendance;
  - (c) deposits with the employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- .02 In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the employer on his regularly scheduled day off, the employer will attempt to re-schedule the employee's regular day *off* it being understood that any rescheduling shall not result in the payment of any premium pay. Where the employer is unable to reschedule the employee and, as a result, he is required to attend on a regular day *off*, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a)(b) and (c) above.

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

Where the Employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled

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

#### Part-time

- .01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the employer, the employee shall not lose regular pay because of such attendance provided that the employee:
- (a) notifies the employer immediately on the employee's notification that he will be required to attend at court;
  - (b) presents proof of service requiring the employee's attendance;
  - (c) deposits with the employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- .02 In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the employer on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (a)(b) and (c) above.

15.04

#### Pregnancy Leave

##### Full-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer 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 Employer at least two (2) weeks in advance thereof.

- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent 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 Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.04 Pregnancy Leave  
Part-time

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



- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer 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 Employer at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between ninety-three (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 Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Employer will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

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

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

15.05 Parental Leave  
Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three (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 Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by

multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of salary increment that she would be entitled to if she were not on parental leave.

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave  
Part-time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three (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 Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Employer will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

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

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

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

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

15.07 Union Leave  
Full-Time and Part-Time

- (a) The Employer shall 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 Employer.
- (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 Employer.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).

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

The Employer 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 Act 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 the Employer 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 between the local parties. 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 local Union and the Employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four **(4)** year 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 the employee 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 Employer.
- (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 Employer and the employee.
- (h) All during the four **(4)** year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Employers of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Employer. 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 Employer 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 Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer 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 this Article 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 Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

#### 15.09 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the employee's immediate supervisor at least two (2) weeks in advance, unless not reasonable possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in

which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

Union Leave

See Local Provisions Appendix L15

**ARTICLE 16 – HOURS OF WORK**

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

Full-Time

It is understood normal hours including those required to accommodate the change from Day-Light Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa. The provisions of the 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.

16.02 Rest Periods -

Full-Time

- (a) All employees will be allowed two (2) rest periods per day of fifteen (15) minutes duration, one (1) in each full half scheduled shift, without reduction in pay and without increasing the regular working hours. The fifteen (15) minute rest periods shall be calculated from the time the employees leave their station of work until they return to their station of work.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

Part-time

- (a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least



three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

Full-time

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts.

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

SEE LOCAL PROVISIONS APPENDIX L16

**ARTICLE 17 – PREMIUM PAYMENT**

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

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

17.02 Definition of Overtime (Overtime Premium)  
Full-Time

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

Part-Time

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of

seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Employer. Such period for this purpose shall not exceed two (2) weeks.

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

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

17.03 Reporting Pay  
Full-Time and Part time

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 employer. The Reporting Allowance outlined herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

17.04 Standby  
Full-Time and Part-Time

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 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, 2002, this amount shall be increased to \$2.50 per hour.

17.05 Call Back  
Full-Time and Part-Time

(a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Superior conditions shall remain.

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

17.06 Shift Premium  
Full-Time and Part-Time

Employees shall be paid a shift premium of forty-five (45) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

This amount shall increase to fifty-five (55) cents effective November 16, 2001, sixty (60) cents effective October 11, 2002, and sixty-five (65) cents effective October 11, 2003.

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

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time  
Full-Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays), such employee 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 rate is time and one-half, then time off shall be at time and one half times.)

Where an employee chooses the latter option, lieu time may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

17.09 Paid Time to Working Time  
Full-time

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

The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Employer under the applicable provisions of

the Collective Agreement where payment is made to the employee by the Union.

17.10 Weekend Premium  
Full-Time and Part-Time

Effective October 1 ■, 1992 an employee shall be paid a weekend premium of forty-five (\$0.45) cents per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Employer may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

The weekend premium shall increase to fifty-five (\$0.55) cents effective November 16, 2001, sixty cents effective October 11, 2002, and sixty-five (\$0.65) cents effective October ■■, 2003.

**ARTICLE 18 – ALLOWANCES**

18.01 Meal Allowance  
Full-Time and Part-Time

When an employee is required to and does the work for two (2) or more hours of overtime after his normal shift, he shall be provided with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of two (2) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the six dollars (\$6.00) payment.

18.02 Uniform Allowance  
Full-Time \$100.00/year  
Part-time \$50.00/year

18.03 Transportation Allowance  
Full-Time and Part-Time

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

determine for each trip between the aforementioned hours. The employee will provide to the Employer satisfactory proof of payment of such taxi fare.

SEE LOCAL PROVISIONS APPENDIX L18

## **ARTICLE 19 – HEALTH AND SAFETY**

### 19.01 Joint Occupational Health and Safety Committee

SEE LOCAL PROVISIONS APPENDIX L19

### 19.02 Protective Clothing Full-Time and Part-Time

The Employer agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Employer further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that, which the Employer is presently providing.

**Effective September 1, 2002, and on that date for each subsequent year the Hospital will provide \$80.00 per year to each full-time employee and \$45.00 per year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties.**

## **ARTICLE 20 – PAID HOLIDAYS**

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

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half times his regular straight time hourly rate for such additional authorized overtime.

#### Part-time

If a part-time employee works on any of the designated holidays listed in Article 20 of the Full-time Agreement, the employee shall be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.

### 20.02 Paid Holidays

See Local Provisions Appendix L20

## ARTICLE 21 – VACATIONS

**Note: Incumbents who currently enjoy a superior benefit to be green-circled.**

### 2 Entitlements and Calculation of P

An employee who has completed less than one (1) year of continuous service as of March 31<sup>st</sup> of each year shall be entitled to two (2) weeks' annual vacation in the following fiscal year. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to two (2) weeks' annual vacation with pay in the following fiscal year.

An employee who has completed two (2) years but less than five (5) years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to three (3) weeks' annual vacation with pay in the following fiscal year.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to four (4) weeks' annual vacation with pay in the following fiscal year.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to five (5) weeks' annual vacation with pay in the following fiscal year.

An employee who has completed twenty-five (25) or more years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to six (6) weeks' annual vacation with pay in the following fiscal year. Effective October 11, 2002, an employee who has completed twenty-three (23) or more years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to six (6) weeks' annual vacation with pay in the following fiscal year.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

Effective October 11, 2003, the following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service as of as of March 31<sup>st</sup> of each year shall be entitled to an additional five (5) days vacation with pay.

To clarify, every employee who has attained his or her 30<sup>th</sup> or 35<sup>th</sup> anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

### Part-Time

A part-time employee who has completed less than 3,450 hours of continuous service as of as of March 31<sup>st</sup> of each year shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of as of March 31<sup>st</sup> of each year shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service as of as of March 31<sup>st</sup> of each year shall receive 8% of gross earnings.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of as of March 31<sup>st</sup> of each year shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of as of March 31<sup>st</sup> of each year shall receive 12% of gross earnings. Effective October 11, 2002, a part-time employee who has completed 39,675 hours of continuous service or more as of as of March 31<sup>st</sup> of each year shall receive 12% of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

Effective October 11, 2003, the following Supplementary Vacation will be added:

A part-time employee who has completed 51,750 hours of continuous service as of as of March 31<sup>st</sup> of each year shall receive an additional 2% of gross earnings in the year it is achieved.

A part-time employee who has completed 60,375 hours of continuous service as of as of March 31<sup>st</sup> of each year shall receive an additional 2% of gross earnings in the year it is achieved.

21.02 Approved Leave of Absence During Vacation  
Full-Time

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness, which requires the employee to receive on-going medical care, and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

Scheduling of Vacations

See Local Provisions Appendix

**ARTICLE 22 – HEALTH AND INSURED BENEFITS**

Full-Time

22.01 Insured Benefits

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

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through



payroll deductions. In addition to the standard benefits, effective the first deduction date the month after the award coverage will include vision care (maximum of \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

**Effective December 1, 2001, the vision care shall increase to \$150.00 every 24 months and the hearing aid allowance will be cost of acquisition per individual every 36 months.**

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

- (c) The Employer agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective December 1, 2001, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.
- (e) Benefits on Early Retirement  
The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.

#### Part-Time

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except

salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

#### 22.02 Change of Carrier

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

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

#### 22.03 Pension

All present employees enrolled in the Employer's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

### **ARTICLE 23 – INJURY AND DISABILITY**

#### 23.01 Workers Safety and Insurance Board

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

#### 23.02 Disabled Employees Full-Time and Part-Time

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the employer may establish a special classification and salary with the hope of providing an opportunity of continued employment.

## **ARTICLE 24 – SICK LEAVE**

Full-Time – See Appendix **A**

### **Cochrane transfer to HOODIP effective May 1, 2003**

- .01 The Employer will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Employers of Ontario Disability Plan (HOODIP) brochure.
- .02 The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.
- .03 Effective May 1, 2003 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

- (a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,

Note: Paragraphs (b), (c) and (d) below will be inserted only in those agreements where a payout provision existed under the former sick leave plan.

- (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing

and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.

- (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the WSIB as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer, on application from the employee, will supplement the award made by the WSIB for loss of wages to the employee by such amount that the award of the WSIB for loss of wages, together with the supplementation of the Employer, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for WSIB benefits.

- .04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- .05 The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- .06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .07 Unemployment Insurance Rebate  
The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.
- .08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.
- .09 Pay for Medical Certificates  
The Employer shall pay the full cost of any medical certificates required of an employee.

## **ARTICLE 25 – COMPENSATION**

### 25.01 Experience Pay Full-Time and Part-Time

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

### 25.02 Promotion to a Higher Classification Full-Time

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

### 25.03 Temporary Transfer Full-Time and Part-Time

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

### 25.04 Job Classification Full-Time and Part-time

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local union challenges the rate, it shall have the right to request a meeting with the

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

- (a) When the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (b) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (c) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

25.05 Progression on the Wage Scale  
Part-time

Effective December 28, 1986, part-time employees shall accumulate service for the purpose of progression on the wage grid, on the basis of one year of continuous service for each 1725 hours worked.

Part-time employees hired prior to December 28, 1986, will be credited with the service they held for the purpose of progression on the wage grid under the Collective Agreement expiring October 31, 1986, and will therefore accumulate service in accordance with this Article.

Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Collective Agreement expiring November 15, 1985.

Wages and Classification miums

See Local Provisions Appendix L25

**ARTICLE 26 – RELATIONSHIP**

Full-Time and Part-Time

- 26.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity or place of residence.

The employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion, exercised or practiced by either of them or their representatives or members because of an employee's membership or non membership in a Union or because of his activity or lack of activity in the Union.

**ARTICLE 27 – EDUCATION FUND**

Full-Time and Part-Time

- 27.01 If the local union indicates to the Employer that a special assessment of \$0.03 per hour for union education applies to all bargaining unit members, the Employer agrees to deduct this assessment.

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

**ARTICLE 28 – PROFESSIONAL RESPONSIBILITY**

Full-Time and Part-Time

- 28.01 The following provision will be effective the date of ratification and will expire on October 9, 2004.

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

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

## **ARTICLE 29 – DURATION**

### 29.01 Renewal Full-Time and Part-Time

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

It is understood and agreed that "local matters" means those matters, which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

### 29.02 Term Full-Time and Part-Time

This agreement shall continue in effect until and including October 10, 2004 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing within the period of three (3) calendar months prior to its expiry, that it desires to amend or terminate the Agreement.



## SCHEDULE "A"

CLASSIFICATION	Effective: Jan. 1, 2002			Effective Oct. 11, 2003		
	START	YEAR 1	YEAR 2	START	YEAR 1	YEAR 2
Support Services Aide	15.59	15.90	16.31	16.06	16.38	16.80
Maintenance Helper	16.13	16.47	16.80	16.62	16.96	17.30
Aide 1 – CSR	16.13	16.47	16.80	16.62	16.96	17.30
Health Care Aide	16.13	16.47	16.80	16.62	16.96	17.30
Clerk 1	16.95	17.28	17.63	17.46	17.80	18.16
Clerk 2	17.33	17.69	18.04	17.85	18.22	18.70
Rehabilitation Assistant	17.50	17.84	18.20	18.02	18.38	18.75
Support Services Lead Hand	18.14	18.50	18.88	18.68	19.06	19.44
Cook	18.14	18.50	18.88	18.68	19.06	19.44
Maintenance Person	18.14	18.50	18.88	18.68	19.06	19.44
Registered Practical Nurse	19.13	19.51	19.90	19.70	20.10	20.50
OR Tech	20.58	20.99	21.42	21.20	21.62	22.06
Electrician	20.58	20.99	21.42	21.20	21.62	22.06
Paramedic	20.71	21.12	21.54	21.33	21.75	22.19

**EXTENDED SHIFT ARRANGEMENTS  
BETWEEN**

**M.I.C.s GROUP OF HEALTH SERVICES**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204**

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

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

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

- 1.0 All ambulance attendants; and
- 2.0 Registered Practical Nurses at Lady Minto, South Centennial and Anson General; and
- 3.0 Health Care Aides at South Centennial; and
- 4.0 Clerical at Lady Minto.

Article 2 – Probation

- 2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven and one-half (337 1/2) hours of work (45 x 7.5hours = 337.5).
- 2.2 In all other respects the terms of probation will be in accordance with the collective agreement.

Article 3 – Hours of Work

- 3.1 The normal standard extended workday shall be 1 1/2 hours per day.
- 3.2 Failure to provide 11.0 hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the 1 1/2 hour period.

- 3.3 Where the 11.0-hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

#### Article 4' – Scheduling

- 4.1 Employees shall not be scheduled to work more than three (3) consecutive extended shifts.

#### Article 5 – Overtime

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday according to Article 17.02.

- 5.2 For purposes of overtime the hours of work per week shall be averaged over:

- a) Paramedics: 2 weeks Bingham  
8 weeks Lady Minto  
8 weeks Anson General
- b) 8 weeks - all other employees – all sites

#### Article 6 – Rest and Meal Periods

- 6.1 Employees shall be entitled to paid rest periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

- 6.2 There shall be a 45 minute unpaid meal period for each extended shift.

#### Article 7 – Sick Leave and Long-Term Disability

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

#### Article 8 – Paid Holidays

(Applicable to Full-time Employees Only)

- 8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (Article 16).

- 8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1%) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7

½) hours, except in those employers which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that employer.

Article 9 – Vacation

9.1 Vacation entitlement for full-time and part-time as set out in the collective agreement will be converted to hours on the basis of the employee’s normal workweek as follows:

- Two (2) weeks equals 75 hours
- Three (3) weeks equals 112.5 hours
- Four (4) weeks equals 150 hours
- Five (5) weeks equals 187.5 hours
- Six (6) weeks equals 225 hours

Article 10 – Temporary Transfers

10.1 In Article 25.03 of the collective agreement, replace “for a period in excess of one-half a shift” with “ in excess of 3.75 hours” for extended shifts.

Article 11 – Responsibility Allowance Outside the Bargaining Unit

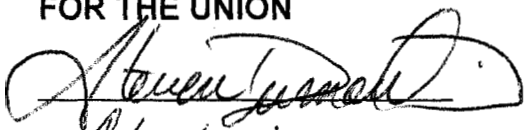
11.1 In Article 17.07 of the collective agreement replace “ in excess of one-half of a shift” with “after 3.75 hours” for extended shifts.

Article 13 – Termination


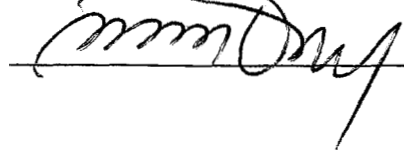
13.1 Either party may, on written notice of sixty (60) days to the other party, terminate the Agreement for any reason.

SIGNED AT IROQUOIS FALLS THIS 17 DAY OF JULY 2003.

FOR THE UNION

  
\_\_\_\_\_  
Christos Gill  
\_\_\_\_\_  
Suzanne Luvette  
\_\_\_\_\_  
Geddie Montpetit

FOR THE EMPLOYER

  
\_\_\_\_\_  
  
\_\_\_\_\_

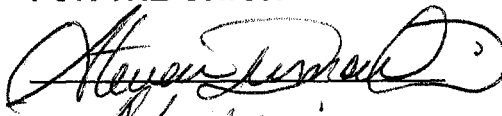
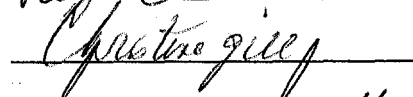
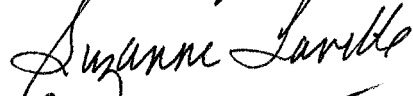

**Letter of Intent**  
Full-Time and Part-Time

**RE: Liability Insurance**


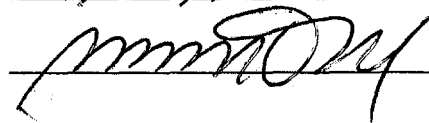
Upon request of the Local Union, and with reasonable notice, the Employer will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

SIGNED AT IROQUOIS FALLS THIS 17 DAY OF JULY 2003.

FOR THE UNION

FOR THE EMPLOYER

WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence \_\_\_\_\_

Date Form Submitted to Employer \_\_\_\_\_

Site/Location \_\_\_\_\_ Department/Unit \_\_\_\_\_

Type \_\_\_\_\_ of \_\_\_\_\_ Work \_\_\_\_\_ Being \_\_\_\_\_ Performed \_\_\_\_\_

Number of Staff on Duty \_\_\_\_\_ Usual Number of Staff on Duty \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To correct this problem, I/we recommended:

\_\_\_\_\_  
\_\_\_\_\_

Name/Title \_\_\_\_\_ of \_\_\_\_\_ Immediate \_\_\_\_\_ Supervisor \_\_\_\_\_ Notified \_\_\_\_\_

Date/Time \_\_\_\_\_ of \_\_\_\_\_ Notification \_\_\_\_\_

Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Letter of Intent

Regarding the Utilization of RPN Skills

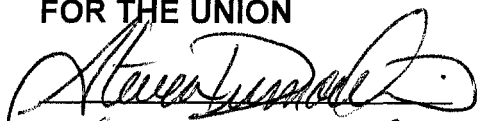
The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Service Employees International Union and the Ontario Employer Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating employers regarding the utilization of RPN skills. The task force will:

- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by an employer representative and a representative from SEIU.
- The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report to the participating employers and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

SIGNED AT IROQUOIS FALLS THIS 17 DAY OF JULY 2003.

FOR THE UNION

FOR THE EMPLOYER



Christine Gill



Suzanne Lavit

Angie [unclear]

**Letter of Intent**

**Re: Joint Benefits Review Committee**

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

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

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

**SIGNED AT IROQUOIS FALLS THIS 17 DAY OF JULY 2003.**

**FOR THE UNION**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE EMPLOYER**

\_\_\_\_\_



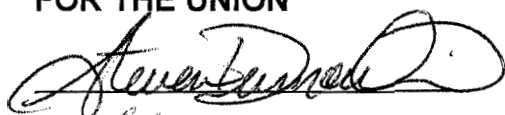
**Letter of Intent**

**RE: Standardization Committee**

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

**SIGNED AT IROQUOIS FALLS THIS 17 DAY OF JULY 2003.**

**FOR THE UNION**

  
\_\_\_\_\_  
*Christine Gill*  
\_\_\_\_\_  
*Suzanne Lavelle*  
*Yvonne Montpetit*

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**Letter of Intent**

**Re: Staff Planning Committee and Charney Board**

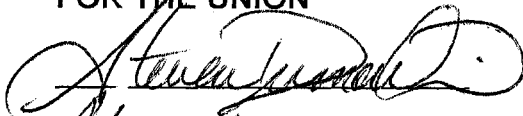
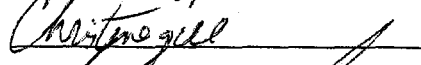


The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney or such others as determined by the committee referenced below. The Chair shall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

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating employers to discuss and reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

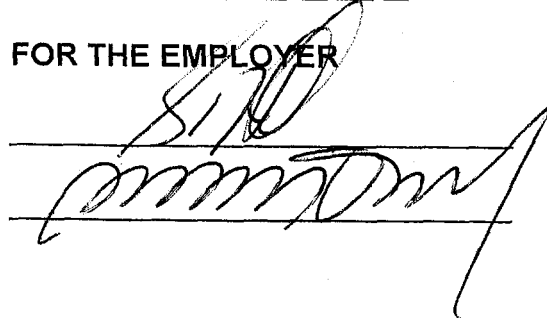
The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

SIGNED AT IROQUOIS FALLS THIS 17 DAY OF JULY 2003.

FOR THE UNION

FOR THE EMPLOYER



## **LOCAL ISSUES APPENDIX**

### **L2 - SCOPE AND RECOGNITION**

**L 2 – 1** All employees of MICs Group of Health Services except professional medical staff, registered nurses, graduate and undergraduate nurses, paramedical and medical technical employees, supervisors, department heads and Patient Care Coordinators, Support Services Coordinators and personnel above the rank of supervisors, students employed during the school vacation periods, dieticians, technical personnel, chief engineer, secretary to Executive Director, secretary to Finance Coordinator, up to two secretaries to the Patient Care Coordinators and the Resident Care Coordinators and up to three secretaries to the Human Resources Coordinators, and any other person employed in a confidential or managerial capacity within the meaning of Section 1. (3), the Ontario Labour Relations Act, S.O. 1995, as amended.

Clarity note: the parties agree that there will be no more than three secretaries to the H.R. Coordinators.

### **L3 - MANAGEMENT RIGHTS**

**L 3 -1** The Union acknowledges that, except as expressly modified by any other article of this collective agreement, it is the exclusive right of the Employer to manage and direct its operation and affairs in all respects, and, without limiting or restricting that right; its operation and affairs in all respects, and, without limiting or restricting that right.

- (a) To maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees, the number of hours to be worked, starting and quitting times, the number of shifts, job vacancies, provided that they are not inconsistent with the provisions of this Agreement; and
- (b) To generally manage and operate the establishments in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the establishments; to schedule the work and service to be provided and performed, and to make, alter, and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interest of the safety and well-being of the establishments patients and the public.

(c) To maintain order, efficiency, to hire, retire, classify, direct, promote, demote, transfer, discipline, layoff, suspend and discharge employees and to assign employees to shifts and to increase and decrease the working force, provided that a claim of discriminatory demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

**L 3 – 2** These rights shall be exercised in a manner consistent with the provisions of this Agreement.

## **L7 - ARTICLE –UNION REPRESENTATION AND COMMITTEES**

**L 7 – 1** The Employer will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) employees selected by the Union who have completed their probationary period.

**L 7 – 2** Union Stewards  
Full-time and Part time

Lady Minto:

1 chief steward, 1 paramedic, 1 maintenance, 1 Environmental services, 1 Nursing/CSR/Stores, 1 Clerical

Villa Minto:

1 full-time, 1 part-time

Bingham:

1 chief steward, 1 Nursing/CSR/Stores, 1 Paramedic/Maintenance, 1 clerical/physio/Activity, 1 Environmental services

Anson:

1 Chief Steward, 1 Rehab/Stores/Nursing, 1 Paramedic, 1 Environmental Services, 2 Nursing

South Centennial Manor:

1 Chief Steward, 1 Environmental Services, 2 Nursing

**L 7 –3** The Employer agrees to recognize a Labour Management Committee comprising of one (1) bargaining unit member from each of the four sites.

**L 7-4** The Employer agrees to recognize a Negotiating Committee comprising of four (4) members, one from each of the four sites, to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.

## **L9 – SENIORITY**

- L 9 -1 (a) Up-to-date seniority lists will be prepared every January and July and shall be posted on the bulletin board. A copy will be sent to the Union.
- (b) Upon posting of the seniority list, employees shall have thirty (30) days in which to file complaints against their listed seniority standing. When such complaints are settled or if no complaints are filed, it is deemed that the seniority lists as posted or amended are correct.
- L 9 – 2 It shall be the duty of the employee to notify the Employer of any change of address.

## **L10 -JOB SECURITY**

### **L 10 – 1 Layoff**

In addition to Layoffs being according to the SEUI Central Agreement Article 10 (in particular Article 10.05), employees cannot displace another employee outside their site, unless they have exhausted all possibilities within their own site.

## **L13 – SKILLS UTILIZATION**

### **L 13 – 1 Nursing Skills:**

The Employer agrees to support and encourage all RPNs in the utilization of authorized nursing skills as determined by the College of Nurses of Ontario, the regulatory body for nursing in Ontario and the department of nursing for the Employer.

Should the Employer require those skills on the work units, the Employer will pay for attendance at such training at regular wages and will also pay for tuition and materials.

## **L15 – UNION LEAVE**

### **L 15 – 7 Union Leave**

- (i) No more than three (3) employees per site will be absent at any one time;
- (ii) No more than one (1) employee will be absent from any one department (housekeeping, dietary, nursing) at one time, at any one site;

- (iii) The cumulative total leave of absence shall not exceed fifteen (15) days in a calendar year;
- (iv) No leave of absence will be for a period longer than seven (7) days at any one time. Union business shall not include negotiations, conciliation or arbitration proceedings.

## **L16 – HOURS OF WORK**

### **L 16-1      Hours of Work and Scheduling**

The Employer will set forth the posted schedule of each department at each site. It is understood and agreed that the posted schedule shall not be construed to be a guarantee as to the hours of work per day nor per week.

It is further understood that the Employer may alter the posted schedules due to sickness, absenteeism or a similar emergency. However, forty-eight hours notice of change will be given to individuals concerned whenever possible. Where the Employer is considering a change to a master schedule, the Employer will meet with the Union to discuss the changes.

The hours of work and days of work for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Employees must submit requests for time off up to two weeks prior to the posted schedule. The Employer may allow an exchange of shifts at the request of two employees provided that its approval is obtained at least ten calendar days in advance and that no additional cost to the Employer results from such exchange of shifts.

#### **Meal Breaks and Allowances**

All employees shall receive an uninterrupted one-half hour for mealtime during each shift. If required to work during this period, overtime rates will apply for all time lost.

### **L 16 - 2      Full Time Employees - Days Off**

The Employer undertakes to use its best effort consistent with the proper management of the establishment to ensure that days off will be taken consecutively.

**L 16 – 3**      Away From Home Expenses

Where employees are required to travel from the site they work and outside that community to transfer and remain with a patient for more than a two hour period that normally would include a meal period, reimbursement will be made by the Employer for reasonable away-from-home expenses on submission of receipts to prove such expense.

**L 16 – 4**      Split Shifts

There shall be no split shifts unless mutually agreed.

**L 16 - 5**      Weekends Off

Full-time

A full time employee will receive over time premium payment as defined in the central agreement for all hours worked on a third and subsequent consecutive weekend save and except where:

- a. Such weekend has been worked by the employee to satisfy days off requested by such employee; or
- b. Such employee has requested weekend work; or
- c. Such weekend is worked as a result of exchange of shifts with another employee.

Part-time

A part time employee will receive over time premium payment as defined in the central agreement for all hours worked on a fourth and subsequent consecutive weekend save and except where:

- i) Such weekend has been worked by the employee to satisfy days off requested by such employee; or
- ii) Such employee has requested weekend work; or
- iii) Such weekend is worked as a result of exchange of shifts with another employee.

**L 16 –6**      Weekend Change

Unless otherwise requested, failure to provided at least forty-eight hours rest on a weekend change for both full-time and part-time employees shall result in payment of overtime at established rates for any hours worked during such rest periods.

**L 16 –7**      Christmas and New Years Scheduling

Employees shall be scheduled off work for a minimum of four consecutive days at either Christmas or New Years provided operational needs permit and unless the employee requests otherwise. Time off at Christmas and new Years shall include the periods following the December 24<sup>th</sup> day tour to the December 26<sup>th</sup> day tour inclusive and following the December 31<sup>st</sup> day tour to the January 2<sup>nd</sup> day tour inclusive.

Employees must request either Christmas or New Years time off by October 15<sup>th</sup>. Employees will alternate Christmas and New Years time off on a yearly basis. The shift schedule shall be posted by November 15<sup>th</sup>. The scheduling provisions will be waived between December 15<sup>th</sup> and January 15<sup>th</sup> to provide for Christmas and New Years scheduling.

**L 16 – 10**     Notification on Leaving Facility

When an employee wishes to leave the facility for the meal break, the employee will advise her immediate supervisor.

**L18 –ALLOWANCES**

**L 18 – 3**     Travel Between Sites

Employees who are authorized to travel between sites will be reimbursed according to the Employer's policy.

**L19 – HEALTH AND SAFETY**

**L 19 – 1**     Joint Occupational Health and Safety Committee

There shall be three Joint Occupational Health and Safety Committee for the employees, Unions and the Employer to discuss work-related health and safety concerns as follows:

- 1) Anson and South Centennial
- 2) Bingham
- 3) Lady Minto

These Committees are established pursuant to the Occupational Health and Safety Act, R.S.O. 1990, as amended, and members shall exercise all the responsibilities and enjoy all of the rights of committee members under the Act.

Members:

One (1) representative of the bargaining unit shall be a member of each Committee.

Meetings

Regular meetings will be held at least every three months, or at other times as agreed by the committee.



Minutes

The parties agree in accordance with the Occupational Health and Safety Act, R.S.O. 1990, as amended, that minutes shall be taken and posted.

**L 19 – 2**      Certified Worker

The Employer accepts that one member of the bargaining unit who is to serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as certified workers under the Occupational Health and Safety Act. Any costs associated with the initial training of a certified worker will be paid by the Employer, or as may be prescribed pursuant to the Occupational Health and Safety Act.

**L20 – PAID HOLIDAYS Effective 1 January 2004.**

**L 20 – 1**      Holidays - Number of Holidays

(The following clause is applicable to full-time employees only)  
There shall be twelve paid holidays recognized by the Employer and these paid holidays are:

New Years Day	Canada Day	Thanksgiving Day
Good Friday	Victoria Day	Remembrance Day
Civic Holiday in August	Labour Day	Christmas Day
Boxing Day	Easter Monday	
2 <sup>nd</sup> Monday in February		

Should the Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide the number of paid holidays as noted above remains unchanged.

**L 20 – 2**      Definition of Holiday Pay and Qualifiers  
full-time

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in these local provisions, or to qualify for a lieu day, an employee must complete her full scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason or the employee was absent due to:

- (a) Legitimate illness or accident which commenced within two weeks of the holiday; or
- (b) Vacation granted by the Employer; or
- (c) The employee's regular scheduled day off.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

An employee who qualifies as noted above, and is required to work on any of the above-named holidays will at the option of the Employer, receive either:

- (a) Pay for all hours worked on such day at the rate of one and one-half times her regular straight time rate of pay in addition to her regular straight time rate of pay, or
- (b) Pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay either thirty (30) days prior to or sixty (60) days after such holiday. Such lieu day off to be selected by the employee and the immediate supervisor by mutual agreement, failing such mutual agreement, the lieu day will be scheduled by the immediate supervisor.

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay.

**L 20 – 3**      Holiday On Day Off  
Full-time

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off either thirty (30) days prior to or sixty (60) days after such holiday.

**L21 – VACATIONS**

**L 21 – 1**      Vacation Administration (To be effective January 2004)

1. The vacation year for purposes of scheduling shall end on March 31<sup>st</sup> of each year.
2. Vacations shall not be cumulative from year to year.

**L 21 – 2**      Vacation Scheduling (To be effective January 2004)

The full-time vacation request list will be posted by February 1<sup>st</sup>. Employees shall indicate their upcoming year's vacation preferences by March 15<sup>TH</sup>. Approved vacation request lists will be posted by April 15<sup>th</sup>.

The time of vacation for each employee each year will be mutually arranged between the employees and the Employer provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition should the parties be unable to mutually agree upon the time, the decision will be that of the Employer.

Once approved vacation lists are posted, no employee shall be allowed to bump another employee from their approved vacation time.

**L 21- 3**      A full-time employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Worker's Compensation), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation

**L 21 – 4**      Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 ½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

**L 21 – 5**      Holiday Provision

Should a paid holiday fall during an employee's vacation then said employee shall be entitled to an extra day's vacation with pay in lieu of the pay for such vacation to be scheduled by mutual agreement.

**L25 – Wages and Classification Premiums**

**L 25 – 1**      All employees shall be paid on a bi-weekly basis.

## **L30 – MISCELLANEOUS ITEMS**

### **L 30 – 1      Bulletin Boards**

The Employer will provide bulletin board space as designated by the Employer for the purpose of posting notices regarding meetings and other matters restricted to Union business. Such notices must be signed by an officer of the local Union and submitted to the CEO or his designate for approval before the posting occurs. Notices relating exclusively to the date, time, place and purpose of regular Union meetings do not require approval of the CEO.

### **L 30 – 2      Printing Collective Agreement**

The cost of printing the Collective Agreement will be shared equally by the Employer and the Union.

### **L 30 – 3      Access To Personnel Files**

Each employee shall have reasonable access to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Human Resource Coordinator or her designate. An employee has the right to request copies of any evaluations in this file.

### **L 30 – 4      Disciplinary Interviews and Communications**

The appropriate Steward, or if not available an Officer of the Union, shall be present at any interview that may lead to a disciplinary action. The secretary of the Union must be sent a copy of any written warning or written adverse report that is placed on an employee's personnel file.

### **L 30 – 5      Clearing of Record**

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen months.

### **L 30 – 6      Notification to Employer**

The Union shall notify the Employer in writing of the names of the Stewards and members of Committees and any changes in such personnel and only those persons so named by the Union will be recognized by the Employer.

**L 30 – 7**      Transfers

Employees transferred from another department shall not be eligible to apply to vacancies outside of the department for a period of six months from the date of the transfer unless the employee had been transferred at the requirement of the Employer.

**L 30 – 8**      Resignation Notice

Employees will endeavour to provide the Employer at least fifteen-calendar days notice of their intention to resign employment.

**L 30 – 12**     Union Meeting Space

The Employer shall provide sufficient meeting space, if available, to allow the Local Union to hold monthly membership meetings on the Employer's premises.

**L 30 – 13**     Address and Telephone Number

It is the duty of each employee to notify the Employer of her correct mailing address and telephone number.

**L 30 – 14**     Certificate of Registration

Registered Practical Nurses will present a valid Certificate of Registration with the College of Nurses of Ontario to the Patient Care/Resident Care Coordinators or their delegates, each year by February 15<sup>th</sup>.

## APPENDIX "A"

### (LADY MINTO SICK LEAVE – FULL-TIME) (former 13.01)

- 13.01
- a) Sick leave credits shall accumulate on the basis of one and one-half (1 ½) days per month. Sick leave shall accumulate after the first month of employment to a maximum of one hundred (100) days except for purposes of sickness and accident for which there shall be unlimited accumulation.
  - b) Employees absent on account of illness must report to the Supervisor on duty before commencement of working hours to enable the Employer to obtain a replacement and they must also advise the said Supervisor of their return not less than eight (8) hours before re-commencement of work unless they are returning to a day shift, in which event they shall provide not less than twelve (12) hours notice as aforesaid.
  - c) All unused portion of sick leave, up to a maximum of one hundred (100) days, shall be paid to each employee on severance of his employment from the Employer, if such employee was hired on or prior to October 2<sup>nd</sup>, 1979,  
Or  
Employees hired on or after October 3<sup>rd</sup>, 1979, will receive cash for unused portion of sick leave on severance of employment from the Employer only after completion of five (5) years service or more with the Employer,  
Or  
In the event of death the unused portion of the unlimited accumulation of sick leave is to be paid to the employee's designated beneficiary, or in the absence of such designated beneficiary, then to his estate.
  - d) An employee absent for reason of sickness or accident may elect not to take sick leave with pay.
  - e) Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.
  - f) When sick pay is claimed, the Employer reserves the right to demand proof of illness by medical certificate.

- g) Absence for sickness or accident compensable by the Workplace Safety and Insurance Board will not be charged against sick leave credits.
- h) Where an employee is prevented from working for the Employer on account of an occupational illness or accident that *is* recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer, on application from the employee, will utilize the employee's accumulated sick leave credits to supplement the award made by the W.S.I.B. for loss of wages, together with the supplementation of the Employer, that will equal 100% of the employee's net earning, to the limit of the employee's accumulated sick leave credits. Where a W.S.I.B. top-up is currently provided from the general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.