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Full-Time and Part-Time Service

COLLECTIVE AGREEMENT

Between

**Hotel Dieu Shaver Health and Rehabilitation Centre
(hereinafter called the "Hospital")**

and

**SEIU LOCAL 1.0n
(hereinafter called the "Union")**

RECEIVED

Expires: October 10, 2006

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ARTICLE 1 – PURPOSE

Full-time and Part-time

It is the intent and purpose of the parties hereto that this Agreement shall:

- a) protect and continue to improve the interest of the employees and the Hospital;
- b) provide for the prompt and peaceful adjustment of differences which may arise between the employees and the Hospital;
- c) ensure harmonious and efficient operation of the Hospital as a public service institution intended to provide the adequate hospital and clinical services to the general public; and
- d) set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties.

ARTICLE 2 – SCOPE AND RECOGNITION

See Local ProvisionsL-2

ARTICLE 3 – MANAGEMENT RIGHTS

See Local ProvisionsL-3

ARTICLE 4 – DEFINITIONS

4.01 Temporary Employees Full-time and Part-time

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (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 Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

Full-time Employees
Full-time

A full-time employee shall mean an employee who regularly works more than twenty-four (24) hours per week on a regularly scheduled basis.

Regular Part-time Employees
Part-time

A regular part-time employee is one who is employed to work on regularly scheduled shifts, pre-determined on a permanent basis. Such employee who is unable to meet his/her commitment will be transferred to casual part-time status by the Hospital.

4.04 Casual Employees
Part-time

A "casual part-time employee" is one who is employed on a relief or replacement basis and his/her schedule is not predictable or pre-determined and may be changed.

4.05 Gender
Full-time and Part-time

Whenever the masculine gender appears in this Agreement it shall be construed as meaning male or female unless the context in the clause requires otherwise.

ARTICLE 5 – UNION SECURITY
Full-time and Part-time

5.01 Union Dues

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

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

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

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

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

5.02 Interview Period

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee for fifteen (15) minutes once upon the completion of his probationary period for the purpose of informing such employee of the existence of the Union in the Hospital, and presenting such employee with a copy of the Union Agreement.

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

ARTICLE 6 – NO STRIKE/LOCKOUT

Full-time and Part-time

The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union, and that if such action should be taken by employees, the Union will instruct the said employees to return to

work and perform their usual duties, and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance or, in the case of negotiations, to resort to the Hospital Labour Disputes Arbitration Act.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

Full-time and Part-time

Grievance Committee

- (a) The Hospital will recognize a Grievance Committee from each site, composed of the Chief Steward and not more than two (2) 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 Hospital 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 Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (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 Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall

report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (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

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one (1) employee from a hospital be entitled to such payment.

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

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

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7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of eight (8) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in Central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no **loss** of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (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 Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

7.05 Labour Management Committee

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 shall be deemed to be at work for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

It is understood that joint meetings with other Labour-Management Committees in the Hospital 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 (2) or more agreements exist between a Hospital and SEIU the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

Full-Time and Part-Time

- 8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.
- 8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.

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

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

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

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer of the Hospital or the designated Hospital representative 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 Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance

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

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

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Chief Executive Officer of the Hospital or the designated Hospital representative, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall

then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

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

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

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, or
- (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/arbitrator 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/arbitrator.

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

8.10 (a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) 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.

- 8.1** ■ 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 Full-Time

A new employee will be considered on probation until he has completed forty-five **(45)** days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five **(45)** working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. 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 three hundred thirty-seven and one-half (337.5) hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to three hundred thirty-seven and one-half (337.5) hours of work. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. 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.

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 one thousand seven hundred and twenty-five (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.

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 one thousand seven hundred and twenty-five (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 Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence 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;

- (9) 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

Unless otherwise provided in this Collective Agreement:

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

Part-Time

Part-time employees shall accrue seniority for a period of thirty (3) 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.

ARTICLE 10 – JOB SECURITY

Full-Time and Part-Time

10.01

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

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three (3) months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

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

Composition and Meetings

The Committee shall be comprised of equal number of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) 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 Hospital at his or

her regular or premium rate as may be applicable. The Hospital shall make typing and other such clerical assistance available as required.

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

Disclosure

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

Accountability

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

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

10.02 Notice of Lay-off

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, 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 employer 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 (1) employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

- (b) 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 (30) 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 dollars (\$3,000).

- (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary; and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250).
- (b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 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 Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of 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 one thousand dollars (\$1,000) for every year less than age sixty-five (65), to a maximum of five thousand dollars (\$5,000).

Note: The Hospital 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 (1) year of service and
- (i) whose lay-off is permanent, or
 - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

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

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Layoff and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, 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 one percent (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 fifteen percent (15%) 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 hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, 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.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (9) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the **loss** of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the

second day following the date of mailing) and to return to work within ten **(10)** working days **after** being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- (h) Employees on 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 **(1)** 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 Hospital shall pay its share of insured benefits premium up to three **(3)** months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 11 –JOB POSTING

Full-Time and Part-Time

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven **(7)** days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five **(5)** consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

The Hospital agrees that it shall post permanent vacant positions within thirty **(30)** calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article **10.02** (a) of it's intention to eliminate the position.

- 11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, worksites, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.
- 11.04 Not Applicable
- 1 ■05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.
- 11.06 The Hospital 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.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

ARTICLE 12 – NO CONTRACTING OUT

Full-Time and Part-Time

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

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

(a) to employ the employees thus displaced from the hospital; and

(b) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute an agreement with the Union to that effect.

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

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

ARTICLE 13 –WORK OF THE BARGAINING UNIT

Full-Time and Part-Time

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

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

13.04 Ratio of R.N.'s to R.P.N.'s

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

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

13.05 RPN Utilization

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

ARTICLE 14 – TECHNOLOGICAL CHANGE

Full-Time and Part-Time

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

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Bereavement Leave Full-Time and Part-Time

An employee who notifies the Hospital 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. An employee shall be granted one (1) day bereavement leave without **loss** of regular pay from regularly scheduled hours for the death of his or her aunt or uncle. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nevertheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

15.02 Education Leave Full-Time and Part-Time

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

- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

Full-Time

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
 - (i) notifies the hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on his regularly scheduled day off, the hospital will attempt to re-schedule the employee's regular day off it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1%) his regular straight time hourly rate subject to (i), (ii) and (iii) above.

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

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

Part-time

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

15.04 Pregnancy Leave

Full-Time

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

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

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 Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the .date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the ~~two~~ (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

basis of what the employee's normal regular hours of work would have been.

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

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

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

15.05 Parental Leave Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her

regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

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

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 Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of salary increment that she would be entitled to if she were not on parental leave.

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

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

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

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

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

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

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

15.07 Union Leave
Full-Time and Part-Time

- (a) The Hospital 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 Hospital.

- (b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any time from any one (1) 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).
- (d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.
- (e) With regard to such leave of absence as in (a) above, the Hospital will continue to pay the Employee his regular wages with normal deductions for such period and will invoice the Union for such gross wages. The Union will reimburse the Hospital for such wages paid.

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

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax 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 Hospital 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 Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four **(4)** year of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the

employee and will not be accessible to 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 Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) **All** 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 Hospitals 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 Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to 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 Hospital in order

to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include

- (i) A statement that the employee is entering the pre-paid leave program in accordance with 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 Hospital 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 **Hospital**. Such requests are to be submitted to the employee's immediate supervisor at least four (**4**) weeks in advance, unless not reasonably 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.

Employees needing unpaid personal leave day for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

15.10 Medical Care and Emergency Leave

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

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

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

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild or the employee or of the employee's spouse

- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

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

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

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

15.11 Compassionate Care Leave Full-time and Part-time

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

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

ARTICLE 16 – HOURS OF WORK

16.01 Daily and Weekly Hours of Work

Full-Time and Part-Time

- (a) The standard daily hours of work shall be seven and one-half (7½) not including a one-half (1/2) hour unpaid meal break.
- (b) It is mutually understood that the statement of the normal hours of work herein is not a guarantee that work will be provided, nor that the departmental schedule of hours of work will not be changed as found necessary by the Hospital in the interest of efficiency or economy. The Hospital will not change hours of work on a day to day basis for the purpose of avoiding overtime.
- (c) The regular full-time employee work week shall average not more than thirty-seven and one-half (37 ½) hours for each employee during a bi-weekly period;
- (d) No regular full-time employee shall work more than ten (10) working days in a bi-weekly period without overtime compensation;
- (e) Except in the case of an emergency (an exclusive of the effect of an exchange of shifts between two (2) employees for personal convenience), no employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.
- (f) No employee should be required to work a split shift.
- (g) Casual employees shall be offered work on an equal opportunity basis on their unit/department.
- (h) All schedules shall be posted four (4) weeks in advance, and cover a period of no less than two (2) weeks.
- (i) Overtime is not payable until an employee works in excess of a seven and one-half (7½) hour shift.
- (j) 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) The Hospital will arrange for each full-time employee two (2) fifteen (15) minute rest periods in each shift, one (1) in each full half scheduled shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

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 Hospital 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.

16.04 Weekends Off

Full-time

In scheduling shifts the Hospital will endeavor to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1 ½) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where;

- a) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- b) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- c) such weekend work is worked as a result of an exchange of shifts with another employee; or
- d) the Hospital is unable to comply due to a prohibition against scheduling split days off.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the employer and the employees affected and approved by the Union.

16.05 No Pyramiding
Full-Time and Part-Time

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.

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

Employees shall be entitled to payment of time and one-half (1½) the employee's basic straight time hourly rate for all authorized overtime worked in excess of seven and one-half (7½) hours in a tour of duty or seventy-five (75) hours in a bi-weekly period. It is understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. It is understood and agreed that notwithstanding the foregoing, where the existing provisions of the Collective Agreement provide for the payment of an overtime premium after fewer than seven and one-half (7½) hours in a day or seventy-five (75) hours in a bi-weekly period for any employees, such provision shall continue to **apply** to such employees at such sites.

Part-Time

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

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

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

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

17.03 Reporting Pay Full-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 hospital. 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.

Part-time

When work **is** not available due to circumstances beyond the control of the Hospital, or if **no** work is available, or unless the Hospital has given the employee not less than one **(1) hour's** prior notice not to report to work, an employee who reports for work for a scheduled shift shall be paid one-half (1/2) of the hours he was scheduled to 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 two dollars and fifty cents (\$2.50) per hour for all hours on standby.

Effective April 1, 2005 standby pay will be increased to two dollars and seventy-five cents (\$2.75) per hour for all hours on standby.

Effective April 1, 2006 standby pay will be increased to three dollars (\$3.00) per hour for all hours on standby.

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

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 (1½) their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1½) after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four **(4)** hour period provided for under (a). If a second call takes place after four **(4)** hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four **(4)** hour period, and to the extent that call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2½) 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 (1½) 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 sixty-five (\$0.65) per hour for **all** hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

This amount shall increase to seventy (\$0.70) cents effective April 1, 2005, eighty (\$0.80) cents effective April 1, 2006 and eighty-five (\$0.85) cents effective October 10, 2006.

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 (1/2) of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) 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 (1½), then time off shall be at time and one half times (1½)).

Where an employee chooses the latter option, such time off must be taken within the succeeding four (4) pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time
Full-Time and Part-Time

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

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

17.10 Weekend Premium
Full-Time and Part-Time

An employee shall be paid a weekend premium of sixty-five (\$0.65) 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 Hospital 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 seventy cents (\$0.70)/hour effective April 1, 2005, eighty cents (\$0.80)/hour effective April 1, 2006 and eighty-five cents (\$0.85)/hour effective October 10, 2006.

ARTICLE 18 – ALLOWANCES

18.01 Meal Allowance Full-Time and Part-Time

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

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5) payment.

18.02 Uniform Allowance Full-Time

See *the Local Provisions Appendix L18*.

18.03 Transportation Allowance Full-Time and Part-Time

When an employee is required to travel to the Hospital or to return to 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 at any time while on standby, the Hospital 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) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of thirty-five (\$0.35) cents per kilometre unless the Hospital provides transportation between sites.

18.04 Skills Recognition Allowance

The Hospitals agree to provide a one-time \$0.17/hour payment to each current member of the bargaining unit for all hours paid in the 2004 calendar year (January 1, 2004 – December 31, 2004). The payment will be paid in the form of a lump sum within three (3) pay periods following the date of ratification of the Collective Agreement. For greater clarity, this one time payment is not be rolled into the wage rate or the percentage in lieu received by part-time employees.

ARTICLE 19 – HEALTH AND SAFETY

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

See the Local Provisions Appendix L19

19.02 Protective Clothing Full-Time

The Hospital 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 Hospital 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 Hospital is presently providing.

Effective September 1st of each year the Hospital will provide eighty dollars (\$80) 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.

Part-time

Effective June 2nd, 1986 and on that date for each subsequent year, the Hospital will provide on each pay two cents (\$.02) per hour for each hour worked to each employee who is required by the Hospital to wear safety footwear during the course of his duties.

19.03 Influenza Vaccine

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

- (i) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (ii) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine.
- (iii) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is

cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

- (iv) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (v) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (vi) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 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 (2½) 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

Full-Time

- (a) The following twelve (12) days shall be recognized as holidays with pay for regular full-time employees: New Year's Day, 3rd Monday in February, Good Friday, Easter Monday, Victoria Day, Canada Day (July 1st), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (November 11th), Christmas Day and Boxing Day provided that:

- (i) he works as scheduled on his last scheduled day preceding the holiday and on his first scheduled day following the holiday unless such absence was due to a satisfactory reason.
- (b) An employee who is required to work on a paid holiday as specified in (a) above shall be paid at time and one-half (1½) for all such work performed and, through mutual agreement, be given either:
 - i) one (1) day off at regular rate, or
 - ii) an extra day's pay at regular pay

within sixty (60) calendar days following the said holiday or within the schedule cycle, whichever period is the longer. At the sole discretion of the Hospital, the sixty (60) calendar day period will be extended and the lieu day will be scheduled by mutual agreement.
- (c) 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 (2½) times his regular straight time hourly rate for such additional authorized overtime.
- (d) If one (1) of the above named paid holidays occurs on an employee's regular day off or during his vacation period, the employee will receive one (1) additional day off in lieu thereof within thirty (30) days of the said holiday or within the schedule cycle, whichever is the longer.
- (e) No employee will be entitled to more than twelve (12) paid holidays during the calendar year.
- (f) Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one (1) of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium 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 the rate of time and one half times).

Where an employee chooses the latter option, such time off must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

ARTICLE 21 – VACATIONS

21.01 Entitlement and Calculation of Payment

Full-Time

An employee who has completed less than one (1) year of continuous service as of July 1st of each calendar year shall be entitled to two (2) weeks' annual vacation. 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 June 30th of each calendar year shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but **less** than five (5) years of continuous service as of June 30th of each calendar year shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than fourteen (14) years of continuous service as of June 30th of each calendar year shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fourteen (14) years but less than twenty-two (22) years of continuous service as of June 30th of each calendar year shall be entitled to five (5) weeks' annual vacation with pay.

Effective October 11, 2005, an employee who has completed thirteen (13) years of continuous service as of June 30th of each calendar year shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-two (22) or more years of continuous service as of June 30th of each calendar year shall be entitled to six **(6)** weeks' annual vacation with pay.

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.

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 June 30th of each calendar 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 June 30th of each calendar year shall be entitled to an additional five (5) days vacation with pay.

To clarify, every employee who has attained their thirtieth (30th) or thirty-fifth (35th) anniversary date as of the effective date of this provision shall be entitled to have the full five (5) days' vacation banked.

Part-Time

A part-time employee who has completed less than three thousand four hundred and fifty (3,450) hours of continuous service as of June 30th of each calendar year shall receive four percent (4%) of gross earnings.

A part-time employee who has completed three thousand four hundred and fifty (3,450) hours but less than eight thousand six hundred and twenty-five (8,625) hours of continuous service as of June 30th of each calendar year shall receive six percent (6%) of gross earnings.

A part-time employee who has completed eight thousand six hundred and twenty-five (8,625) hours but less than 24,150 hours of continuous service as of June 30th of each calendar year shall receive eight percent (8%) of gross earnings.

A part-time employee who has completed 24,150 hours but less than 37,950 hours of continuous service as of June 30th of each calendar year shall receive ten percent (10%) of gross earnings. Effective October 11, 2005, a part-time employee who has completed 22,425 hours of continuous services but less than 37,950 hours as of June 30th of each calendar year shall receive 10% of gross earnings.

A part-time employee who has completed 37,950 of continuous service or more as of June 30th of each calendar year shall receive twelve percent (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.

The following Supplementary Vacation will be added:

A part-time employee who has completed fifty-one thousand seven hundred and fifty (51,750) hours of continuous service as of June 30th of

each calendar year shall receive an additional two percent (2%) of gross earnings in the year it is achieved.

A part-time employee who has completed sixty thousand three hundred and seventy-five (60,375) hours of continuous service as of June 30th of each calendar year shall receive an additional two percent (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 (3) 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 a 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.

ARTICLE 22 – BENEFITS FOR PART-TIME EMPLOYEES

Part-Time Only

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 Hospital, 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 fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 22 – HEALTH AND INSURED BENEFITS

Full-Time Only

22.01 Insured Benefits

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

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for ten dollars (\$10) (single) and twenty dollars (\$20) (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 \$200.00 every twenty-four (24) months plus bi-annual eye exams) as well as a hearing aid allowance (cost of acquisition per individual every 36 months) and the deductible will be fifteen dollars (\$15) (single) and twenty-five dollars (\$25) (family).

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 (8) hour shifts in any calendar year.

- (c) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. 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 one thousand dollars (\$1000) annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to one thousand dollars (\$1000) annual maximum.

(e) Benefits on Early Retirement

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

22.02 Change of Carrier

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

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

The participating hospitals and SEIU agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
 - The methods by which the investigation will take place
 - Identify potential sources of funding for investigation of the benefits Trust.
 - Identification of the appropriate method to determine the feasibility of the Trust.

22.03 Pension

All present employees enrolled in the Hospital'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, enrol in the plan when eligible in accordance with its terms and conditions.

Full-time and Part-time

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

ARTICLE 23 – INJURY AND DISABILITY

23.01 Workplace Safety and Insurance Injury

Full-time and Part-time

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

ARTICLE 24 – SICK LEAVE

24.01 Sick Leave

Full-Time

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.
- (b) The Hospital 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.
- (c) Effective (December 31, 1982) 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:

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

- (ii) 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.
 - (iii) 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.
 - (iv) 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 Hospital on account of an occupational illness or accident that *is* recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, 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 Workers' Compensation.
- (d) 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.
 - (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
 - (f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
 - (g) 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 Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

(h) 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.

(i) Pay for Medical Certificates

The Hospital shall pay the full cost of any medical certificates required of an employee.

4. Workplace Safety and Insurance Benefits and Sick Leave

Full-time

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

ARTICLE 25 – PROGRESSION ON THE WAGE GRID

Full-time

Salary rates shown as after one (1) year will be made effective on the first full pay period **after** the employee's anniversary date. The anniversary date shall be based on an employee's date of employment, as a full-time employee, or where applicable, on the employee's date of promotion.

Part-Time

Effective October 10, 1986 employees shall progress on such grid on the basis of one thousand seven hundred and twenty-five (1725) hours worked equals one (1) year of service.

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

ARTICLE 26 – COMPENSATION

26.01 Experience Pay Full-Time and Part-Time

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

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

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

26.03 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 (1/2) 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.

26.04 Job Classification Full-Time and Part-time

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice

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

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

26.05 Wage and Classification Premiums

Full-time and Part-time

See Local Provisions Appendix L25.

26.06 Job Descriptions

Full-time and Part-Time

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

ARTICLE 27 – RELATIONSHIP

Full-Time and Part-Time

Any provision related to Relationship in the Collective Agreement is to be read under Article 27.

ARTICLE 28 – EDUCATION FUND

Full-Time and Part-Time

28.01 If the local union indicates to the Hospital that a special assessment of three cents (\$0.03) per hour for union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

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

ARTICLE 29 – PROFESSIONAL RESPONSIBILITY

Full-Time and Part-Time

Workload

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the labour Management Committee (as constituted under Article 7.05) through their union representative in a format to be determined by the respective committee.

29.02 RPN Certification

(The following Article is applicable to RPNs only)

A nurse *is* required to present to the Chief Nursing Officer or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the Nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall be the subject of a grievance or arbitration.

Where the Hospital uses the College of Nurses of Ontario automated registration process, it is understood that such date may be later than the usual registration date.

ARTICLE 30 – DURATION

30.01 Renewal Full-Time and Part-Time

- (a) This agreement shall continue in effect until October 10, 2006 and shall remain in effect year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- (b) In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin fifteen (15) days following such notification.
- (c) If, pursuant to such negotiations, an agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation or arbitration procedures as prescribed under the Ontario Labour Relations Act and/or the Ontario Hospital Labour Disputes Arbitration Act.
- (d) i) 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 (1) 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.

- ii) In the event that parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one (1) representative from the bargaining unit shall be entitled to a leave of absence to attend either the central negotiations (including caucuses) or only the central union caucuses (including reasonable travelling time).

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be more than one (1) day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committee.

Leave for attendance at the central union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

ARTICLE 31 – MISCELLANEOUS ITEMS

See Local Provisions Appendix L30

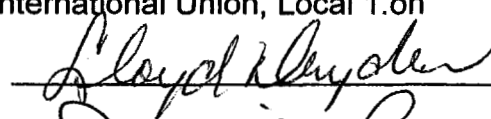
ARTICLE 32 – SUPERIOR CONDITIONS

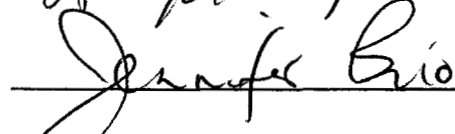
The Parties agree that current Superior Conditions shall be maintained.

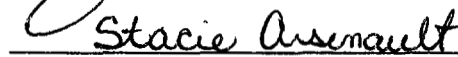
IN WITNESS WHEREOF, the Hospital and the Union have caused their presents to be executed by their duly authorized representatives at St. Catharines, Ontario on the 12th day of February 2007.

The Hotel Dieu Shaver Health and Rehabilitation Centre Service Employees
International Union, Local 1.0n











CENTRAL LOU'S
1. MODEL AGREEMENT EXTENDED SHIFT ARRANGEMENTS

BETWEEN

"THE HOSPITAL"

AND

: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

The local parties hereby agree, subject to the approval of the Ministry of Labor, 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 seventy-five percent (75%) of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six (6) 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

(Detailed and specific description of department and employees covered)

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 7.5 hours = 337.5).

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 or standard extended workday shall be _____ hours per day.

3.2 (Detailed description with an attached schedule where appropriate.)

3.3 (Where applicable)

Failure to provide _____ 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 ½**) times the employee's regular straight time hourly rate for only those hours which reduce the _____ hour period.

Where the _____ 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

(Scheduling conditions to be determined locally (i.e. weekends off, consecutive shifts worked, etc.)

Article 5 – Overtime

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, **as** set out in Article 3.1 of the Model Agreement.
- 5.2 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 – Rest and Meal Periods

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (**15**) minutes for each three and three quarter (3.75) hours worked.
- 6.2 (The length of the meal period to be determined locally).

Article 7 – Sick Leave and Long-Term Disability

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (**15**) week total of five hundred sixty-two and one-half (**562%**) 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 (7½) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 – Vacation

9.1 (Applicable to Full-time only)

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

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

Article 10 – Temporary Transfers

10.1 In Article 25.03 of the collective agreement, replace “for a period in excess of one-half (1/2) a shift” with “in excess of three and three quarters (3.75) hours” for extended tours.

Article 11 – Responsibility Allowance Outside the Bargaining Unit

In Article 17.07 of the collective agreement replace “in excess of one-half (1/2) of a shift” with “after three and three quarters (3.75) hours” for extended hours.

Article 12 – Termination

12.1 Either party may, on written notice of _____ (days/weeks) to the other party, terminate the Agreement for and reason.

2. Letter of Intent: Full-Time and Part-Time

RE: Liability Insurance

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

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.

3. 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 Hospital 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 hospitals regarding the utilization of RPN skills. The task force **wilt**:

- Meet within six (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 a hospital 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 hospitals 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.

4. 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 six (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.

5. RE: Standardization Committee

The central parties agree to establish a committee that will meet and confirm the contents of a standard format within ninety (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.

6. Re: Transformation in Health Care

Seniority Recognition

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

Right to Return on Transfer

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

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

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

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

7. Re: Staff Planning Committee and Charney Board

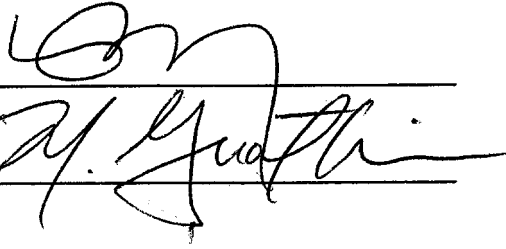
The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, G. Charney S. Raymond, F. Briggs or such

others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

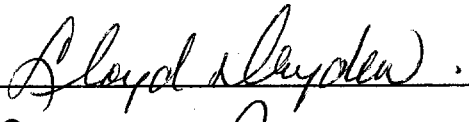
The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing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

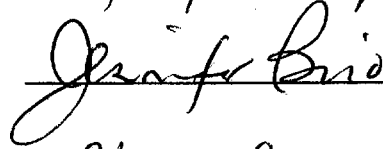
The Committee will meet within ninety (90) days of ratification to commence discussions and it is understood that the work of the Committee will be completed within one hundred and twenty (120) days of the ratification date.

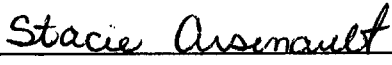
For the Hospitals:




For the Union:









OC SEIU SERVICE COLLECTIVE AGREEMENT

Article L-1 Statement of Religious Purpose

Article L-2 Scope and Recognition

Full-time and Part-time

The Employer recognizes the Union as the sole bargaining agent for all Service employees employed by the Hotel Dieu Shaver Health and Rehabilitation Centre covered under this Agreement, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered and non-registered/graduate nurses, paramedical employees, office and clerical employees, interns, and students on co-op work terms.

For purposes of clarity, it is agreed and understood that the following classifications are excluded from the bargaining union:

Accountant, Accounting Analyst, Educator, Health Records Analyst, Web Site Administrator, Translator, Buyer, Health Records Administrator, Disability Management, Consultant, all employees in Information Systems, all employees in Human Resources, all employees in Payroll and all persons covered by subsisting collective agreements.

Article L-3 Management Rights

Full-time and Part-time

The Union recognizes that the management of the Hospital and the direction of working forces are fixed and exclusively in the Hospital and shall remain solely with the Hospital and, without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures;
- (iii) Make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees;
- (iv) Determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, combined or splitting up of departments, the standards of performance of all employees, work assignments, the hours of work, scheduling, safeguard the health and interests of the patients in the

Hospital, establishment of standards of care and quality, the nature and scope of services which the Hospital will provide, the increases and decreases in employment, and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

Article L-7 Union Representation and Committees

Full-time and Part-time

(a) Grievance Committee

In reference to Article 7.01, a maximum of one (1) steward per department will be on the Grievance Committee.

(b) Staff Planning Committee

In reference to Article 10.01, the Staff Planning Committee will be comprised of five (5) members for the service bargaining unit.

(c) Stewards and Areas

In reference to Article 7.02 (f), the number of stewards and the areas which they represent are as follows:

Douglas Memorial Hospital	-five (5) Stewards including Chief Steward
Shaver Hospital	-six (6) Stewards including Chief Steward (one (1) Steward from Rehab)
Port Colborne General Hospital	-seven (7) Stewards including Chief Steward
Welland County General Hospital	<u>Full-time</u> -eight (8) Stewards including Chief Steward
	<u>Part-time</u> -three (3) Stewards
St. Catharines General Site	<u>Full-time</u> -twelve (12) Stewards including Chief Steward
	<u>Part-time</u> -four (4) Stewards
Greater Niagara General Hospital	<u>Full-time</u>

-eight (8) Stewards including Chief Steward
Part-time
-three (3) Stewards

Niagara-on-the-Lake Hospital

-four (4) Stewards including Chief Steward
(combination Service and Clerical)

Article L-9 Seniority
Full-time and Part-time

The Hospital shall supply the Union with a set of seniority lists in December and June of each year.

Article L-13 - Skills Utilization

Article L-15 - Union Leave
Full-time and Part-time

In reference to Article 15.07;

- (a) The request will not involve more than nine (9) employees at any one (1) time and not more than one (1) employee from any one (1) department at each site, nor more than four (4) employees per site.
- (b) The total of this leave shall not exceed more than eighty (80) days per calendar year.

Article L- 16 Hours of Work

- a) Lunch Period
Full-time and Part-time

A minimum of one-half (1/2) hour, unpaid lunch period, shall be scheduled by the Hospital for each employee at approximately the middle of his shift. If an employee is assigned work during his lunch period, the Hospital will make good any **loss** he suffers with regard to his time and his meal.

- b) Hours of Work and Premium Payment
Full-time and Part-time

Notwithstanding Article 16 – Hours of Work and Article 17 – Premium Payment, the parties agree that overtime will **be** paid for working in excess of normal scheduled shifts of 7 (seven) hours and 8 (eight) hours.

Article L-18 Allowances

Uniform Allowance

Full-time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of one-hundred dollars (\$100) per year in a lump sum payment in the first pay period of November of each year.

Part-time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of fifty dollars (\$50.00) per year in a lump sum payment in the first pay period of November each year.

Article L-19 - Health and Safety

Full-time and Part-time

a) Standards

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety throughout the organization.

b) Membership

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention – Health & Safety Committee at least one **(1)** representative selected or appointed **by** the Union from amongst bargaining unit employees.

c) Committee Mandate

Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

d) Information

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

All hospital employees have the right to know the nature of any workplace hazard, condition, disease, or chemical substance that may harm their health or safety. Health and Safety training will include a separate Workplace Hazardous Materials Information System course on an annual basis. Before any employee may be assigned to an isolation unit, he or she will be given training and education on infection control measures relevant to the particular isolation disease the employee may come in contact with.

e) Meetings

Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

f) Term/Time Off/Payment

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

g) Union Membership Co-operation

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

h) Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible; the pregnant employee, if she **so** requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

i) Hepatitis **B**

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

j) Needlesticks and Sharps

- The Hospital will maintain a policy on Needlestick/Mucosal Exposure which shall include a process for post exposure surveillance.
- The Hospital will maintain a sharps injury log that contains detailed information including the type of device involved, the department or work area where the exposure occurred and an explanation of how the incident occurred.
- The policy shall be reviewed by the Joint Occupational Health and Safety Committee at least annually and revised in the light of current knowledge and practice regarding exposure to **blood** borne pathogens.

- The policy shall include measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Hospital shall ensure that the post-exposure protocol is accessible and is communicated to all employees.

Article L-20 - Paid Holidays

Article L-21 - Vacations

Full-time

(a) Preference Lists

Vacation preference lists shall be posted not later than March 1st each year, and shall remain posted until April 1st in order to give employees an opportunity to record their vacation period preferences. Following review and approval by Department Heads, final vacation lists shall be posted in all Departments by April 30th of each year, and will not be changed unless by mutual agreement.

(b) Scheduling

The Hospital will consider the wishes of employees in order of seniority provided that a leave of absence for vacation purposes has not been granted in the current vacation year, in which event such an employee shall have the last choice of vacation dates. The final right to determine vacation time is vested in the Hospital to ensure efficient operation of the Hospital, and where the skills of two (2) employees meet the requirements of the Hospital, seniority **shall** govern. Once vacation lists are posted, there shall be no change in vacation assignment without consultation with the employee affected.

(c) Taken By

All vacation earned by June 30th of the current year, must be taken by June 30th of the following year.

(d) Job Posting

An employee who has successfully bid for a job posting under the job posting procedure **who** transfers from one (1) department to another and where vacation schedules have been completed for that year, may not exercise his seniority rights for vacation purposes for that year.

Article L-30 - Miscellaneous

- (a) Payroll
Full-time and Part-time

Any earnings omitted on a pay cheque equal to or greater than four (4) hours pay which is not caused by the employee, shall be paid to that employee, if requested, within three (3) full working days of notification to the Hospital.

(b) Employee Overpayment

An employee who receives an overpayment(s) of compensation from the Hospital shall repay to the Hospital the overpayment amount(s) pursuant to a mutually agreeable repayment schedule as between the employee and the Hospital. In the event that a repayment schedule is not agreed upon, the Hospital is authorized to deduct up to 15% of the amount owing from each subsequent pay cheque, until the overpayment is fully repaid. At the request of the employee, the employer agrees to provide written verification of the overpayment.

(c) Bulletin Boards
Full-time and Part-time

The Hospital shall provide a locked bulletin board at each site in a centrally visible place mutually determined by the Union and the Hospital for the posting of Union business. The union will endeavor to have all such notices signed by the site administrator or designate prior to posting.

Printing Collective Agreement
Full-time and Part-time

The Hospital and the Union will share the cost of printing the contract on an equal basis.

R.P.N. Certificate
Full-time and Part-time

A Registered Practical Nurse is required to present to the Nurse Manager her current Certificate of competence by February 15th of each year. Should the certificate not have been produced by February 15th, that employee will be paid the maximum of the Health Care Aide rate until such time as she produces her Certificate of Competence.

The Hospital supports utilizing RPN's for the skills which the Hospital requires them to perform in the area involved.

The Hospital agrees to provide education for current RPN's for the additional skills which the Hospital requires them, within a specific deadline, to perform.

Sick Leave
Full-time

An employee who is absent from work for whatever reason and whose date of return to work is not established, shall give his/her supervisor or alternate notice of their intention to return to work on the following basis:

- for an employee working in a department that operates only Monday to Friday on day shifts, the employee will notify their supervisor at least one (1) hour prior to the scheduled end of the day shift the day before the day on which the employee is planning on returning; or
- for an employee working in a department operating twenty-four (24) hours a day the employee will notify the manager or alternate at least six (6) hours in advance of the shift on which the employee is planning on returning.

Failure to notify their manager or alternate in accordance with the above will result in the employee being sent home without pay.

LOCAL Letters of Understanding

between

Hotel Dieu Shaver Health and Rehabilitation Centre (the “Hospital”)

and

Service Employees International Union, Local 1100 (the “Union”)

1. Re: Deluxe Travel Insurance

The Hospital will arrange for active full-time employees in the bargaining unit to have the option of participating in a deluxe travel benefit plan. The employees will be responsible for one hundred percent (100%) of the cost of the premiums. The Hospital will deduct from participating employees' pay the cost of the premiums and remit to the insurer.

It is understood and agreed that this benefit is not part of the Hospital's health and welfare benefit plans for any reason under the collective agreement.

2. Re: Mileage – Service Bargaining Unit

After commencing his shift and where the employee is required by the Hospital to go to another site to perform the duties of his classification, the employee will receive mileage between the sites from the Hospital at a rate established by the Hospital policy or thirty cents (\$0.30) per kilometer, whichever is greater.

Employees designated to attend regional meetings called by the Hospital will receive travel allowance between the sites from the Hospital at a rate established by Hospital policy or thirty cents (\$0.30) per kilometer, whichever is greater.

Travel allowance will be payable for attending the following Committees:

Staff Planning Committee
Operating/Fiscal Advisory Committee
Regional Health & Safety Committee
Corporate Grievance Committee

3. Re: Part Time Scheduling Issues – Service Bargaining Unit

A sub-committee for the service bargaining unit will be formed to review scheduling issues related to regular part-time and casual part-time employees. Any

recommendations from this Committee will be subject to the approval of the parties respective principals. The Union can have three (3) members on this committee.

4. Re: Laboratory Attendant

A Laboratory Attendant shall not work less than twenty-five percent (25%) of his time in the Morgue, shall be available for service over weekends and shall receive a premium of twenty-five dollars (\$25) per month. The Laboratory Attendant, upon completing and passing the Certified Morgue Attendant's course, shall receive an additional ten dollars (\$10) per month.

5. Re: Dietary Cashiers

The parties agree that all dietary cashiers will be re-classified as Retail Aides and placed in the Service Bargaining Unit. The wage rate will be determined through the wage harmonization process.

6. Re: Vacation / Part-time Employees Enrolled in Benefits/ Job Share

1. Employees enjoying a superior vacation benefit will have such benefit frozen. Movement to the next level of vacation entitlement will be in accordance with the provisions of the new collective agreement.
2. Employees working at the Niagara Rehab site who are currently part-time and enrolled in the benefit plan will be allowed to retain such benefits if hardship can be demonstrated. Effective the date of ratification, such employee will be eligible for fourteen percent (14%) in lieu of benefits but the employee will be responsible for one hundred percent (100%) of the billed premiums for the benefits in which they remain enrolled. Such benefits includes Semi-private, Dental and Extended Health Care.
3. Current incumbents in a Job Share position may continue working as a regular part-time employee under their present arrangements until either partner leaves. The remaining partner may also elect to continue full-time in the position. If the remaining regular part-time partner is not capable of performing another position, the vacant position will be posted as temporary.

7. Re: Dental Plan

An employee or dependent that received pre-approval from Liberty Health, by the date of ratification, for orthodontic coverage greater than that which is stipulated in the Central Agreement will be allowed to maintain this level of benefit for the course of the

approved treatment. All future claims shall be in accordance with the terms of the central provisions of the collective agreement.

8. Re: Payroll Issues

The Hospital and Union agree to continue with the current payroll practices at the various sites of the Hotel Dieu Shaver Health and Rehabilitation Centre until a common payroll system is implemented.

Prior to the change to a common payroll system the Hospital and Union will meet to resolve the impact upon employees at the Hotel Dieu Shaver Health and Rehabilitation Centre.

Such issues will include, but are not limited to the following:

- a) Definition of day (i.e. start and end of the day);
- b) Start and end day of pay periods;
- c) Payday
- d) Vacation year – date for earning vacation pay;
period of time to take vacation;
payment of vacation for part-time

The Hospital and Union agree that the Hospital will not be held liable for premium pay due to the change over of pay periods and the adjustment to schedules in relation to this letter of understanding.

9. Re: Insured Benefits – Full Time Service

The Parties agree that the standardization of the insured benefits as provided by the central agreement will become effective February 1st, 2003.

10. Re: RPN Rate

The Parties agree that the issue of the RPN rate of pay remains outstanding for this round of bargaining and will be revisited after the SEIU Local Issues board of arbitration chaired by William Kaplan issues its decision. Either party shall give fifteen (15) days notice to the other party to initiate discussions.

In the event the parties are unable to reach an agreement, this matter shall be referred to interest arbitration. Any adjustment shall be retroactive to no earlier than October 11, 2001.

11. Re: Bathing Suit Allowance

The Hotel Dieu Shaver Health and Rehabilitation Centre agrees to pay the Physiotherapy Assistants at the Niagara Rehab Centre who are required to work in the swimming pool fifty dollars (\$50) on an as needed basis with a cap of one hundred dollars (\$100) per contract year to cover the cost of bathing suits. Pool shoes will be supplied on an as needed basis.

12. Re: Replacement Tools

Following an opening inventory for staff new to the Maintenance Department, the Hospital will continue to replace toolbox tools used by such employees which can be shown to have been stolen or irreparably damaged during the course of hospital work. Such tools will be replaced at the discretion of the Hospital by tools of reputable quality.

13. Re: Sick Leave Credits – Service And Clerical

The parties agree that the following terms are applicable only to current full-time employees working at the Welland County General Hospital site:

- a) Upon the death of an employee at any age, the family or designated beneficiary of the employee may claim fifty percent (50%) of the sick leave credits accrued to an employee at the date of death.
- b) Employees who retire under the terms of Hospitals of Ontario Pension Plan regardless of length of service will be permitted to cash out fifty percent (50%) of their sick leave bank.

14. Re: Health and Safety Committees

The Union and Hospital agree that for the purposes of Joint Health and Safety Committees at the Hotel Dieu Shaver Health and Rehabilitation Centre, the Shaver and Niagara Rehab sites will be considered one (1) site and the New Port Centre is part of the Port Colborne site. Therefore the parties agree that only one (1) Joint Health and Safety Committee is required at each of the Shaver/Rehab sites and the Port Colborne site.

15. Re: Displacement – Service and Clerical

Notwithstanding the central language on layoff, the parties have agreed upon the following process:

A senior displaced employee may displace the most junior employee within the same classification at their home site, or choose to displace the most junior employee in the same classification within the Hotel Dieu Shaver Health and Rehabilitation Centre.

16. Re: Christmas Scheduling – Service and Clerical

Employees will be granted three (3) days off at Christmas or New Year's. Time off at Christmas shall include December 24, 25 and 26 and time off at New Year's will include December 31 and January 1. Time off at Christmas or New Year's will alternate from year to year.

For the Hospital to grant time off for full-time employees, part-time employees must be available to work December 24, 25 and 26 or December 30, 31 and January 1. This shall alternate from year to year.

These provisions do not apply to employees who are working Monday to Friday. It is agreed the normal premium scheduling regulations will be waived in order to enable the Hospital to comply with scheduling such requests for time off at either Christmas or New Year's.

17. Re: Parking

The parties agree that this Letter of Understanding will not be contained in the Collective Agreement.

It is not the present intention of the HOTEL DIEU SHAVER HEALTH AND REHABILITATION CENTRE to implement paid parking for SEIU regular full-time, regular part-time or casual part-time staff at the following sites: Shaver/Niagara Rehab; Douglas Memorial Hospital; Port Colborne Hospital; NOTL Hospital.

If the Hospital's intention changes, the Hospital will meet with the Union in advance to discuss. Advance notice will be deemed to be two (2) months.

18. Re: Workers Safety Insurance Board

The Hospital will notify the Local Union of the names of any employees represented by the Union who are off work as a result of a work-related injury. The Hospital agrees to provide the employee with a copy of the Workers Safety Insurance Board Form 7 at the same time it is sent to the WSIB.

19. Re: Safety Engineered Needles

The Hospital is committed to converting to using only safety Engineered needles and other medical sharps devices in order to minimize real or potential exposure to blood borne pathogens. The Hospital will work towards such conversion in a timely manner.

20. Re: Filing Cabinets

The Hospital agrees to provide SEIU with 2 lockable 2 drawer filing cabinets for union business. One for the Shaver side and one for the Rehab side.

21. Re: Policy Changes

Whenever possible, the Hospital agrees to notify the Union in advance of Policy changes.

22. Re: WSIB Dispute

When the Hospital disputes a WSIB claim, the worker and the Union so affected will be promptly advised.

23. Re: Day of Mourning

The Hospital will recognize April 28 as the annual day of remembering for workers killed, injured or have contracted a work related disease on the job. To the extent reasonably and safely possible, the Hospital agrees to stop work and provide a minute of silence for all employees at 11:00 a.m. April 28, in memory of workers killed or injured on the job.

The Hospital will announce on its public address system at 11:00 a.m., April 28 that all employees will be observing a minute of silence in memory of workers killed or injured on the job.

24. Re: Union Business

The Hospital will pay a chief steward or delegate his/her regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled working hours if such individual(s) attend such meetings at the request of the employer.

25. Re: Letter of Understanding – Re 35 Hour Work Week

WHEREAS the former Niagara Rehabilitation Centre had employed full-time staff on the basis of a 35 hour work week; and

WHEREAS this historical arrangement has been maintained to current times for a number of staff now employed by the Hotel Dieu Shaver Health and Rehabilitation Centre; and

WHEREAS full-time staff at the Hotel Dieu Shaver Health and Rehabilitation Centre are employed, as a general principle, on the basis of a 37.5 hour work week; and

WHEREAS the Hospital and SEIU would like to correct this historical inconsistency to the extent reasonably able;

The parties have agreed to the following:

Subject to the employer's right to determine total staffing complement, it is the parties intention to adjust the historical 35 hour full time work week to a 37.5 hour work week. These adjustments will be made in the calendar year 2006.

Notwithstanding the above, it is understood that such adjustment will not be applied to current full-time SEIU staff who are currently working the 35 hour work week and provide written confirmation that they wish to maintain the 35 hour work week. It is also understood that any employee who so elects to maintain a 35 hour work week will be committed to that election for the tenure of their full-time employment in the classification held at time of election and the matter cannot form the subject of a grievance as it relates to this Letter of Understanding.

The Hospital and SEIU agree to meet again prior to October 1, 2006 for the purpose of reviewing status, including the possible need to initiate the Staff Planning process in accordance with the collective agreement.

Dated this 12th day of February, 2007

For the Union

Lloyd Myden
Janice Bio
Stacie Arsenault
Kris Lidstone

For the Hospital

[Signature]
[Signature]

SCHEDULE A

Job Classification	Step 1	Step 2	Step 3	Effective Date (mm/dd/yyyy)
Building Engineer	26.1298	26.8174	27.5051	10/11/2004
	26.5217	27.2197	27.9177	4/1/2005
	26.9195	27.6280	28.3364	10/11/2005
	27.1887	27.9043	28.6198	4/1/2006
Palliative Care Assistant - Bereavement	22.2397	22.8250	23.4102	10/11/2004
	22.5733	23.1674	23.7613	4/1/2005
	22.9119	23.5149	24.1177	10/11/2005
	23.1410	23.7501	24.3589	4/1/2006
Carpenter Electrician Locksmith Mechanic	21.8423	22.4171	22.9919	10/11/2004
	22.1699	22.7533	23.3368	4/1/2005
	22.5025	23.0946	23.6868	10/11/2005
	22.7275	23.3256	23.9237	4/1/2006
Millright Painter Plumber RefrigerationMechanic	21.8423	22.4171	22.9919	10/11/2004
	22.1699	22.7533	23.3368	4/1/2005
	22.5025	23.0946	23.6868	10/11/2005
	22.7275	23.3256	23.9237	4/1/2006
O.R. Technician (RPN) RPN	21.7888	22.3622	22.9355	10/11/2004
	22.1156	22.6976	23.2796	4/1/2005
	22.4474	23.0381	23.6288	10/11/2005
	22.6718	23.2685	23.8651	4/1/2006
Maintenance Engineer Third Class	21.7573	22.3300	22.9025	10/11/2004
	22.0837	22.6650	23.2460	4/1/2005
	22.4150	23.0049	23.5947	10/11/2005
	22.6391	23.2350	23.8306	4/1/2006
Maintenance Engineer Fourth Class	21.1282	21.6843	22.2403	10/11/2004
	21.4452	22.0095	22.5739	4/1/2005
	21.7668	22.3397	22.9125	10/11/2005
	21.9845	22.5631	23.1416	4/1/2006
Clinical Nutrition Assistant	20.9805	21.5325	22.0846	10/11/2004
	21.2952	21.8555	22.4158	4/1/2005
	21.6146	22.1833	22.7521	10/11/2005
	21.8307	22.4052	22.9796	4/1/2006
Communication Disorders Assistant Pharmacy Technician	20.4571	20.9956	21.5338	10/11/2004
	20.7640	21.3105	21.8568	4/1/2005
	21.0754	21.6302	22.1847	10/11/2005
	21.2862	21.8465	22.4065	4/1/2006

Job Classification	Step 1	Step 2	Step 3	Effective Date (mm/dd/yyyy)
General Trades Maintenance Rehab Assistant	20.2474	20.7803	21.3131	10/11/2004
	20.5511	21.0920	21.6328	4/1/2005
	20.8594	21.4084	21.9573	10/11/2005
	21.0680	21.6225	22.1768	4/1/2006
Recreation Therapy Assistant	19.9602	20.4854	21.0107	10/11/2004
	20.2596	20.7927	21.3259	4/1/2005
	20.5635	21.1046	21.6458	10/11/2005
	20.7691	21.3157	21.8622	4/1/2006
Cook	19.5030	20.0162	20.5295	10/11/2004
	19.7956	20.3164	20.8374	4/1/2005
	20.0925	20.6212	21.1500	10/11/2005
	20.2934	20.8274	21.3615	4/1/2006
Printer Storeskeeper	19.1045	19.6073	20.1100	10/11/2004
	19.3911	19.9014	20.4116	4/1/2005
	19.6820	20.1999	20.7178	10/11/2005
	19.8788	20.4019	20.9250	4/1/2006
Audio Visual Technician	18.2730	18.7539	19.2349	10/11/2004
	18.5471	19.0352	19.5234	4/1/2005
	18.8253	19.3207	19.8162	10/11/2005
	19.0136	19.5139	20.0144	4/1/2006
Stores Attendant, Materials Management	17.9826	18.4558	18.9290	10/11/2004
	18.2523	18.7327	19.2130	4/1/2005
	18.5261	19.0137	19.5012	10/11/2005
	18.7113	19.2038	19.6962	4/1/2006
Groundskeeper	17.9196	18.3913	18.8629	10/11/2004
	18.1884	18.6672	19.1458	4/1/2005
	18.4612	18.9472	19.4330	10/11/2005
	18.6459	19.1366	19.6273	4/1/2006
Orderly I	17.8987	18.3698	18.8407	10/11/2004
	18.1672	18.6453	19.1233	4/1/2005
	18.4397	18.9250	19.4102	10/11/2005
	18.6241	19.1143	19.6043	4/1/2006
Detail Cook	17.5421	18.0039	18.4655	10/11/2004
	17.8053	18.2739	18.7425	4/1/2005
	18.0724	18.5480	19.0236	10/11/2005
	18.2531	18.7335	19.2138	4/1/2006

Job Classification	Step 1	Step 2	Step 3	Effective Date (mm/dd/yyyy)
Diet Assistant	17.5002	17.9608	18.4213	10/11/2004
OR Orderly	17.7627	18.2302	18.6977	4/1/2005
	18.0292	8.5037	18.9781	0/11/2005
	18.2095	8.6887	19.1679	4/1/2006
Maintenance Labourer	17.4059	7.8639	18.3220	0/11/2004
	17.6670	8.1319	18.5968	4/1/2005
	17.9320	8.4038	18.8757	0/11/2005
	18.1113	18.5879	19.0645	4/1/2006
CSR Attendant	17.2591	17.7133	18.1675	10/11/2004
Lab Attendant	17.5179	17.9790	18.4400	4/1/2005
	17.7807	18.2487	18.7166	10/11/2005
	17.9585	18.4311	18.9038	4/1/2006
Anesthetic Equipment Attendant	17.2004	17.6530	18.1057	10/11/2004
Health Care Aide	17.4584	17.9178	18.3773	4/1/2005
Psychiatric Attendant	17.7203	18.1865	18.6529	10/11/2005
	17.8975	18.3684	18.8394	4/1/2006
Project Porter	17.1333	17.5842	18.0350	10/11/2004
Rehab Aide	17.3903	17.8479	18.3056	4/1/2005
Stores Attendant, Dietary	17.6512	18.1156	18.5801	10/11/2005
Surgical Services Worker	17.8277	18.2968	18.7659	4/1/2006
Hospitality Services Aide	17.0232	17.4711	17.9191	10/11/2004
	17.2785	17.7332	18.1879	4/1/2005
	17.5377	17.9992	18.4607	10/11/2005
	17.7131	18.1791	18.6453	4/1/2006
Sewing Machine Operator	16.9361	17.3818	17.8275	10/11/2004
	17.1901	17.6425	18.0949	4/1/2005
	17.4480	17.9071	18.3663	10/11/2005
	17.6225	18.0862	18.5500	4/1/2006
Dishwasher	16.8082	17.2506	17.6929	10/11/2004
O.R. Aide	17.0603	17.5094	17.9583	4/1/2005
Porter/Dishwasher	17.3162	17.7720	18.2276	10/11/2005
Retail Aide	17.4894	17.9498	18.4099	4/1/2006
Dietary Helper	16.6152	17.0526	17.4898	10/11/2004
	16.8645	17.3084	17.7521	4/1/2005
	17.1174	17.5680	18.0184	10/11/2005
	17.2886	17.7437	18.1986	4/1/2006

Job Classification	Step 1	Step 2	Step 3	Effective Date (mm/dd/yyyy)
Supply Clerk	16.3888	16.8202	17.2513	10/11/2004
	16.6346	17.0725	17.5101	4/1/2005
	16.8842	17.3286	17.7728	10/11/2005
	17.0530	17.5018	17.9505	4/1/2006

Note: Lead Hand Pay

The Hospital in its sole discretion has the right to assign an employee to perform the duties of Lead Hand. The Maintenance Lead Hand rate is \$1.25 per hour. The Lead Hand rate in all other departments is fifty cents (.50) per hour.

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