

COLLECTIVE AGREEMENT

*Between:*

NORTH SIMCOE HOSPITAL ALLIANCE  
(the "Hospital")

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-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1.on  
CLC

SERVICE UNIT

FULL-TIME  
PART-TIME  
(the "Union")

Oct 11, 2004 to Oct 10, 2006

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WHEREAS the Ontario Labour Relations Board did, on the 20<sup>th</sup> day of August, 1999, in a written order, certify the Union as the Bargaining for certain employees of the Employer

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Hospital and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of this Agreement.
- 1.02 It is recognized that members of the bargaining unit wish to work together with the Hospital to provide the best possible services to the patients.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Hospital recognizes the Union as the sole bargaining agent for all its employees of the North Simcoe Hospital Alliance in Midland and Penetanguishene, (including Unit Clerks and Nursing Unit Clerks), save and except Supervisors, persons above the rank of Supervisor, Professional Medical Staff, Registered Graduate and Under Graduate Nurses, Paramedical employees, Chaplain and office and clerical employees.
- 2.02 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees of the Bargaining Unit defined above unless the context otherwise provides.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency
  - (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - (c) establish and enforce rules and regulations to be observed by the

employees, provided that they are not inconsistent with the provisions of this Agreement. The Hospital will furnish the Union and the Chief Steward copies of published Hospital rules and regulations prior to posting same on bulletin boards;

- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

3.03 There shall be ~~no~~ written or verbal agreements with any employees that are contrary to this collective agreement without consultation with the Union.

#### **ARTICLE 4 – DEFINITIONS**

##### **4.01 Temporary Employees**

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, the employee, and the 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 the probationary period will be credited with the appropriate seniority.

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

##### **4.02 Full-Time Employee**

A full-time employee is an employee who is regularly scheduled to work more than twenty-four (24) hours per week.

##### **4.03 Part-Time Employees**

A part-time employee an employee who is regularly scheduled to work up to twenty-four **(24)** hours per week.

#### 4.04 Casual Employees

A casual part-time employee is an employee who is not normally scheduled to work, who can indicate their availability for work, and can refuse to accept a work assignment.

#### 4.05 Job Share Employees

A job sharing position is an arrangement whereby two (2) employees share the hours of work of what would otherwise be one (1) full-time position. Employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions covering regular part-time employees.

In the event that a job-sharing arrangement is entered into by one or more employees who had occupied that position on a full-time basis, and that job-sharing arrangement subsequently terminates, if only one former full-time incumbent wishes to remain in the position full-time, he/she shall have the right to do so, and the job shall not be posted.

### **ARTICLE 5 - UNION SECURITY**

#### 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 cases 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 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 who is not a member of the Union once during the third calendar month of employment for the purpose of informing such employee of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises, in a room designated by the Hospital, and the employees shall report to this room for interview, during the interview period.

#### **5.03 Employee Lists**

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25<sup>th</sup> 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 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.

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

### **ARTICLE 6 - NO STRIKE/LOCKOUT**

- 6.01** During the term of this Agreement, the Hospital will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike or other individual or collective action which will interfere with, or in any way impair the services of the Hospital, and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.



The definition of the term "lockout" and "strike" as used in Section (a) above, shall be in accordance with the Labour Relations Act 1995, and amendments thereto.

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

### **7.01 Grievance Committee**

- (a) The Hospital will recognize a Grievance Committee composed of a chief steward from each site and two employees from each site selected by the Union who have completed their probationary period provided that no more than three (3) members of a Grievance Committee, including the Chief Steward, shall be present at any meeting with the Hospital. 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) 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.

### **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, for each site, 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) 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 their duties, a Union steward is required to enter an area within the Hospital in which they are not originally employed, the steward shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.
- (d) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.

- (e) There shall be a Chief Steward from each site and two (2) Stewards from the Penetanguishene site, and three (3) Stewards from the Huronia site.
- (9) In order to provide proper representation for employees the Union will appoint a temporary steward to act in the place of any steward who is absent from work for a period of more than seven days. The Union will inform the Hospital of the name of the appointee.

### 7.03 Central Bargaining Committee

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

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

In future central bargaining between the 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 their normal straight time working hours at their 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 their normal straight time working hours at their regular rate of pay and without loss of leave credits for 2 (two) days of preparation time for such central negotiating meetings with the Hospitals' Central Negotiating Committee. Upon reference to Arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

#### 7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee of four **(4)** employees (two of whom may be the Chief Stewards) to be elected, or appointed from amongst employees in the bargaining unit who have completed the 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.

#### 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 a 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 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.

- 7.06 The Union shall notify the Hospital in writing of the names of its members of the Committees referred to in this article, and the effective date of their appointment. Any member so appointed must have completed the

probationary period.

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

- 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 a steward. In the case of suspension or discharge, the Hospital shall notify the employee of this 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 shall not have a grievance until they have first given their immediate supervisor the opportunity of adjusting the complaint. The grievor may have the assistance of a union steward if they so desire.

Such complaint shall be discussed with the employee's 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 the immediate supervisor's decision in the following manner and sequence.

### **Step 1**

The employee shall submit the grievance, in writing, and signed by said employee to the employee's immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor will deliver a decision in writing within five (5) days following the day on which the written grievance was presented. 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 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 the employee could have instituted on the employee's own behalf and the regular grievance procedure shall not be thereby bypassed.

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 Department Head, or designate within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated **as** being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance

#### 8.07 Discharge Grievance

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

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

- (a) confirming the Hospital's action in discharging the employee, or

- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
  - (c) any other arrangement which may be deemed just and equitable.
- 8.08 (a) Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.  
  
(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/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 nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson 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 chairperson.  
  
(b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision

inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceeding 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 chairperson, 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 Chairperson 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**

A new employee will be considered on probation until the completion of forty-five **(45)** days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day) within any twelve **(12)** calendar months. Upon completion of the probationary period the employee 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 extensions agreed to will be in writing and will specify the length of the extension. The labour relations doctrine of "just cause" has no application to the termination of probationary employees. The decision to terminate a probationary employee shall not be made in an arbitrary, discriminatory or bad faith fashion, nor in contravention of the Ontario Human Rights Code.

### **9.02 Seniority**

- (a) 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.
- (b) Part-time employees will accumulate seniority on the basis of one **(1)** year's seniority for each 1725 hours worked in the bargaining unit as

of the last date of hire, except as otherwise provided herein.

- (c) The Hospital shall maintain separate seniority lists for full-time, regular part-time and casual employees. Such lists shall be submitted to the Union and posted on the bulletin boards in the months of May and November each year. The status of employees as of the date of ratification shall be identified by a seniority list agreed to by the parties.

Seniority will operate on a bargaining unit wide basis.

#### 9.03 Transfer of Service and Seniority

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

#### 9.04 Loss of Seniority

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

- (a) the employee quits;
- (b) the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) the employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) the employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) the employee has been laid off for twenty-four (24) months;
- (9) the employee fails upon being notified of a recall to signify intention to return within five (5) working days of receipt of the notice of recall, and fails to report to work within ten (10) working days of receipt of 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 \_\_\_\_\_ (Part-time Employees)

- (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 the employee 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 WSIB 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 a disability resulting in WSIB 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 a disability resulting in WSIB benefits or LTD benefits, or while an employee is on sick leave (including the Employment Insurance period).

9.06 Effect of absence (part-time)

Part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in Workplace Safety and Insurance Benefits, on the basis of what the employee's normal regular hours of work would have been.

- 9.07 It shall be the duty of the employee to notify the Hospital promptly of any change in address, name or telephone number.

**ARTICLE 10 - JOB SECURITY**

- 10.01 (a) With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process 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 months, unless otherwise mutually agreed to 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; and
- (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.

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The Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union. There shall be at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at their 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 Layoff

- (a) In the event of a proposed layoff at the Hospital of a permanent or long term nature of 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 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 re-assignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the re-assignment of the employee is to an appropriate permanent job with the Hospital having regard to the employee's skills, abilities, qualifications, and training or training requirements;
- (ii) the re-assignment 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 re-assigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is re-assigned is on the same or substantially similar shift or shift rotation; and

- (v) where more than one employee is to be re-assigned in accordance with this provision, the re-assigned employees shall be entitled to select from the available appropriate vacancies to which they are being re-assigned 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 re-assigned employee who may experience a personal hardship arising from being re-assigned in accordance with this provision.

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

#### 10.03 Severance and Retirement Options

##### (a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

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

##### (b) Retirement Allowance

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 any 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 \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

(c) A full-time employee who has completed one year of service and

(i) whose layoff 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 their recall rights are still in effect. Once an employee does opt to receive the severance payment, the employee shall be deemed to have resigned, and any 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 layoff, the Hospital shall layoff 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 layoff shall have the right to either:
  - (i) accept the layoff; 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 layoff 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 **(1%)** percent 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's straight time hourly rate provided they can perform the duties without training other than orientation. Such employees **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 layoff. Employees failing to do so will be deemed to have accepted layoff.

- (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 layoff to an available opening, in order of seniority, provided they have 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) Employees recalled to work in different classifications from which they were laid off shall have the privilege of returning to the positions they held prior to the layoff should such positions become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the **loss** of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of the 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 their proper address being on record with the Hospital.
- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten **(10)** working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday

pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

#### **10.06 Benefits on Layoff**

In the event of a layoff 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 layoff occurs or until the laid off employee is employed elsewhere whichever occurs first.

### **ARTICLE 11 -JOB POSTING**

- 11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days 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 its 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 11.01 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 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 who have recorded their interest in writing prior to considering person 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 their former



position.

- 1 ■05 The Hospital shall have the right to **fill** any vacancy on an interim basis until the posting procedure 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.
- 1 ■06 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 the employee shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels unable to perform the duties of the vacancy to which the employee *is* posted, the employee will be returned to their former position at the 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.
- 11.07 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.
- 11.08 In the case of job openings for RPN's, applicants who have attended the theory and have received supervised practice and certification, will be given consideration for postings which require approved added nursing skills. However, when postings require added special skills outside the role which require hospital coverage, necessary theory will be included within orientation and the supervised practice will subsequently follow, as required, until competence is attained.

## **ARTICLE 12 - NO CONTRACTING OUT**

- 12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.
- 12.02 Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor agrees:
- (i) to employ the employees thus displaced from the Hospital; and
  - (ii) 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 into an agreement with the Union to that

effect.

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

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

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

#### **13.01 Work of the Bargaining Unit**

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 for Huronia and August 20, 1999 for Penetanguishene.
- (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 RNs to RPNs**

At the time of considering whether or not to alter the ratio of RN's to RPN'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 Director- People System or designate, 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 of 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 (a) The Hospital agrees that RPNs will be encouraged to employ the skills required in the work setting and including skills set out as the minimum level requirements for RPNs by the College of Nurses of Ontario Standards of Nursing practice.
- (b) At the request of the Union, the Hospital shall meet to discuss the issues of RPN scope of practice and skill utilization.

#### **ARTICLE 14 - TECHNOLOGICAL CHANGE**

- 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 their 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 education's background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Hospital 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 the impending change in employment status at the earliest reasonable time

in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 Bereavement Leave**

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without **loss** of regular pay from regularly scheduled hours, in conjunction with the death of a member of the employee's immediate family. "Immediate family" means parent, brother, sister, spouse (including same-sex spouse), son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-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 their 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, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

### **15.02 Education Leave**

- (a) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without **loss** of seniority and benefits to write examinations to upgrade 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 Hospital 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 Hospital shall pay the full costs associated with the courses.

### **15.03 Jury and Witness Duty**

#### **Full-Time Employees**

- (i) If a full-time 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:

- (a) notifies the Hospital immediately on the employee's notification that the employee will be required to attend at court;
  - (b) presents proof of service requiring the employee's attendance; and
  - (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (ii) 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 their regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule an employee and, as a result, the employee is required to attend on a regular day off, the employee shall be paid for all hours actually spent at such hearing at the rate of time and one-half the employee's regular straight time hourly rate subject to (a), (b) and (c) above.

Where an employee's attendance is required during a different shift than an employee 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 an employee and, as a result, the employee is required to attend during other than the employee's regularly scheduled paid hours, the employee shall be paid for all hours actually spent at such hearing at the employee's straight time hourly rate subject to (a), (b) and (c) above.

#### Part-Time Employees

- (i) If a part-time 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, such employee shall not lose regular pay because of such attendance provided that the employee:
  - (a) notifies the Hospital immediately on the employee's notification that the employee will be required to attend at court;

- (b) presents proof of service requiring the employee's attendance;
  - (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.
- (ii) 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 the employee has not been scheduled to work, the employee shall be paid for all hours actually spent at such hearing at the employee's regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (a), (b) and (c) above.

#### 15.04 Pregnancy Leave

- (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 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between ninety-three (93%) of her regular weekly earnings and the sum of the employee's weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while she 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 (93%) percent of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (9) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (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.
- (h) For part-time employees, the Hospital will continue to pay the percentage-in-lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.

#### 15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the ***Employment Standards Act***, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who 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 the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm their 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 20 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three (93%) percent of the employee's regular weekly earnings and the sum of weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that the employee 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 the employee's regular hourly rate on the employee's last day worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to if the employee was not on parental leave.

The Hospital will pay the employee ninety-three (93%) percent of the employee's 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.

- (9)** 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 the employee not been on parental leave, the employee shall be reinstated to the employee's former duties, on the same shift in the same department, and at the same rate of pay.
- (i) For part-time employees, the Hospital will continue to pay the percentage-in-lieu of benefits and its share of pension contributions for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register those benefits as part of the Unemployment Benefit Plan.

#### 15.06 Full-Time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that 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

- (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 Union undertakes that it will not request leave for more than six (6) employees at any one time and that employees shall be from the various departments of the Hospital and there shall not be more than

one (1) employee from any one (1) department.

- (d) No leave will be for a longer period than one (1) week at one (1) time.
- (e) The total leave for all employees shall not exceed four (4) weeks in a calendar year.
- (9) 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.
- (g) It is understood and agreed that where such leave of absence is granted the Hospital will continue to pay the employee(s) for the period of the leave of absence and submit an account to the Union for the employee(s) wages for such leave of absence.

#### 15.08 Personal Leave

The Hospital may, in its discretion grant leave of absence without pay and without **loss** of seniority to an employee for personal reasons. All requests for such leaves will be in writing.

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

#### 15.09 Pre-paid Leave Plan

The plan is subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period in accordance with Part LXVIII of the *Income Tax Regulations*, Section **6801**, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to 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 parties. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Hospital.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four **(4)** years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to 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** benefits shall be kept whole during the four **(4)** years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of 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 the case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or 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 the employee's former position unless the position has been discontinued, in which case the

employee will 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.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

#### 15.10 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 the Article.

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

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

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

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's

leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon 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

(The following clause is applicable to full-time and part-time employees. 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 they 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 AND SCHEDULING**

#### 16.01 Daily and weekly hours of work

- (a) It is understood normal hours include those required to accommodate the change from Daylight Saving 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 Saving Time to Standard Time and *vice versa*. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.
- (b) Where extended tours exist as of August 20, 1999 the arrangement will continue.
- (c) The normal or standard work week for full-time employees shall be up to an average of thirty-seven and one-half (37½) hours, with a normal

standard work day of up to seven and one-half (7½) hours with a one-half (½) hour unpaid lunch break.

- (d) The normal or standard work day for part-time employees shall be up to seven and one-half (7½) hours per day with a one-half (½) hour unpaid lunch break.

#### **16.02 Paid Relief Periods**

- (a) All employees shall be entitled to paid relief periods during the shift on the basis of fifteen (15) minutes for each three and three-quarter (3¾) hours of work.
- (b) When an employee performs authorized overtime work of at least three (3) hours' duration, the Hospital will schedule a paid rest period of fifteen (15) minutes' duration.

#### **16.03 Time Off Between Shifts (Full-Time Employees)**

In the case of departments where full-time employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and the change over of shifts and of thirty-nine (39) hours if there is one (1) day off and sixty-three (63) hours if there are two (2) days off between the change over of shifts. If sixteen hours are not provided between shifts, the subsequent shift or part thereof will be paid as overtime.

#### **16.04 Weekends Off - Full-Time Employees**

In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (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 (1½) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard, and shall not apply where:

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

scheduling split days off.

16.05 Weekends Off - Part-Time Employees

In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each four week period. Where a weekend off is not granted within a four week period, time worked on the Saturday and Sunday of the fourth consecutive weekend worked but not subsequent weekends shall be paid at the rate of time and one-half (1% ) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard and shall not apply where 16.04 (i) to (iv) apply. This shall not be construed as requiring the Hospital to hire additional staff.

16.06 Employees' work schedules shall be posted by the 15<sup>th</sup> of each month, but at least two weeks in advance of the schedules becoming effective where practicable. Requests for specific days off to be scheduled must be submitted up to and including the 5<sup>th</sup> of the month. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Department Head and the employee(s) concerned. The Hospital 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 to the Hospital results from such exchange of shifts.

16.07 Employees will not be required to work more than seven (7) consecutive days without a day off except in emergency situations. Exceptions may be granted upon the mutual agreement of the Hospital and the employee.

16.08 Where there are averaging hours of work over two **(2)** week periods than this two **(2)** week period has to be the same two **(2)** week period as the pay period.

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

(b) Call back shall not be considered as hours worked for purposes of this Article.

16.10 Scheduling– part-time employees

The Hospital agrees that scheduled shifts and/or call-in shifts will be distributed in a fair and equitable manner consistent with the needs of the Employer, the seniority of the employee, and provided the working of such shift or shifts does not result in overtime or payments pursuant to Article 16.05.

16.11 It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the collective agreement arising out of the

foregoing undertakings.

Note: Extended tour language to be inserted as an Appendix, as per the SEIU Model Agreement.

## **ARTICLE 17 - PREMIUM PAYMENT**

### **17.01 Definition of Regular Straight Time Rate of Pay**

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

### **17.02 Overtime**

- (a) Authorized work performed by full-time employees in excess of seven and one-half (7½) hours per day or seventy-five (75) hours in a two-week pay period shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.
- (b) Part-time employees shall be entitled to payment of time and one-half (1½) the part-time 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 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.
- (c) Call back shall not be considered as hours worked for the purposes of this Article.
- (d) 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**

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. This provision shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report to work.

### **17.04 Standby**

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



Effective April 1, 2005, standby pay to be increased to \$2.75 per hour for all hours on standby. Effective April 1, 2006, standby pay to be increased to \$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

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four **(4)** hours of work or four **(4)** hours pay at the rate of time and one-half (1%) their regular earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1%) after which they shall revert back to the regular shift.
- (b) Call-back pay shall cover all calls within the minimum four **(4)** hour period provided for under (a). If a second call takes place after four **(4)** hours have elapsed from the time of the first call, it shall be subject to the second call-back premium, but in no case shall an employee collect two call-back premiums within one such four **(4)** hour period, and to the extent that a call-back overlaps and extends into the hours of the employee's regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked a full shift on a holiday and is called back shall receive the greater of two and one-half (2%) times the employee's regular straight time hourly rate for all hours actually worked on such call-back or four **(4)** hours pay at a time and one-half the employee's straight time hourly rate, subject to the other provisions set out above.

#### 17.06 Shift Premium

Employees shall be paid a shift premium of sixty-five (65¢) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective April 1, 2005 premiums to be increased to seventy (70¢) cents. Effective April 1, 2006 premiums to be increased to eighty (\$0.80) cents. Effective October 10, 2006 premiums to be increased to eighty-five (\$0.85) cents.

#### 17.07 Responsibility Outside the Bargaining Unit

When the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the

bargaining unit for a period in excess of one-half of one (½) 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

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 (~~Le.~~ where the applicable rate is time and one-half (1½), then time off shall be at one and one-half (~~1~~) times).

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

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

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

#### 17.10 Weekend Premium

An employee shall be paid a weekend premium of sixty-five (65¢) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is paid premium pay for consecutive weekends worked, the employee will not receive weekend premium under this provision.

Effective April 1, 2005 premiums will be increased to seventy (70¢) cents. Effective April 1, 2006 premiums will be increased to eighty (80¢) cents. Effective October 10, 2006 premiums will be increased to eighty-five (85¢) cents.

### **ARTICLE 18 - ALLOWANCES**

#### 18.01 Meal Allowances

When an employee is required to and does work for three (3) or more hours of overtime after their normal shift, the employee shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollar (\$5.00) payment.

#### 18.02 Uniform Allowance

##### **Full-Time Employees**

Where uniforms are required, the Hospital shall either supply and launder the uniforms or provide full-time employees with a uniform allowance of eighty dollars (\$80.00) per year in a lump sum payment in the first pay period of November of each year.

#### 18.03 Transportation allowance

- (a) When an employee is required to travel to the Hospital or to return home as a result of reporting to or off work between the hours of 2400 and 0600 hours (other than reporting to or off work for the employee's regular shift), or at any time while on standby, the Hospital will pay transportation costs either by taxi or thirty-five cents (35¢) per kilometer (to a maximum of fourteen dollars (\$14.00)). The employee will provide the Hospital satisfactory proof of payment of taxi fare.
- (b) When an employee is required to use their own vehicle for Hospital business they shall receive a transportation allowance of thirty-five (35) cents per kilometer.
- (c) Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of thirty-five (35) cents per kilometer unless the Hospital provides transportation between sites.

### **ARTICLE 19 - HEALTH AND SAFETY**

#### 19.01 Accident Prevention- Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee one (1) representative from each site selected or appointed by the Union from amongst bargaining unit employees.

- (c) 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) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) 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) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & 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 the employee's regular or premium rate, as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co- operation of its membership in the observation of all safety rules and practices.
- (h) 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) 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.

#### 19.02 Protective Clothing

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 November 1 of each year the Hospital will provide eighty dollars (\$80.00) per year to each full-time employee and forty-five dollars (\$45.00) per year to each part-time employee, who is required by the Hospital to wear safety footwear during the course of their duties.

## **ARTICLE 20 - PAID HOLIDAYS**

### **20.01 Payment for Working Overtime on a Paid Holiday**

- (a) Where full-time employees are required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regular scheduled shift), such employees shall receive two and one-half (2½) times their regular straight time hourly rate for such additional overtime.
- (b) If part-time employees are required to work on any of the holidays listed in Article 20.02 of this Agreement, the employees shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate for all hours worked on such holiday.

### **20.02 Paid Holidays**

#### **Full-Time Employees**

A full-time employee who qualifies under Article 20.03 hereunder shall receive the following paid holidays:

New Year's Day  
Good Friday  
Victoria Day

Canada Day  
Civic Holiday  
Easter Monday

Labour Day  
Thanksgiving Day  
\*Employee's  
Birthday  
Christmas Day  
Boxing Day  
Third Monday in  
February  
(Heritage Day if  
proclaimed)

\*An employee's birthday, which with the mutual agreement of the employee's supervisor, may be celebrated at anytime within five (5) days either before or after the employee's actual birthday.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the 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.

### **20.03 Definition of Holiday Pay and Qualifiers - Full-Time Employees**

- (a) For the purposes of clarity, holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.
- (b) To qualify for paid holidays as above, an employee must work the full regularly required shift immediately preceding and the full regularly

required shift immediately succeeding the holiday. In the event an employee is prevented from working the said shift immediately preceding and succeeding such holiday by reason of legitimate illness lasting more than five (5) full working days such employee shall qualify for the paid holiday with pay. It being further understood and agreed that no employee shall receive holiday pay by this means for more than one paid holiday during any one illness except holidays over Christmas and New Year's in which case no employee shall receive pay for more than three (3) holidays.

- (c) An employee who was scheduled to work on a holiday, as set out in Article 20.02, and is absent shall not be entitled to holiday pay or to a lieu day to which the employee would otherwise be entitled unless such absence was due to a satisfactory reason.
- (d) An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

#### 20.04 Payment for Working on a Holiday - Full-Time Employees

If an employee is required to work on any of the holidays set out in the Article 20.02 the employee shall be paid at the rate of time and one-half (1-½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 20.01. In addition, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work. Instead of taking a lieu day, the employee may elect to receive a regular day's pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work in addition to time and one-half (1-1/2) for all hours worked.

Where an employee chooses the former 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 latter option shall be made.

#### 20.05 Holiday Occurring During Day Off or Vacation Period Full-Time Employees

If any of the above-named holidays occur on an employee's regular day off, or during the employee's vacation period, the employee will receive an additional day off, or payment for the holiday in lieu thereof, but the additional day may be added to the period of vacation of the employee if requested and agreed to by the Hospital. Employees may accumulate up to five (5) such lieu days to be taken at a time agreed to by both the Hospital and the employee.

#### 20.06 The shift classified as a Paid Holiday is that in which the majority of the hours worked fall within the actual Paid Holiday.

- 20.07 In general, employees will alternate with each other in being absent from work on holidays, for instance, an employee having Christmas Day off might not be allowed off on New Year's Day.
- 20.08 Employees' preferences shall be considered before posting of schedules for any paid holiday, provided there *is* no delay in stating the preference.
- 20.09 Where an employee is required to work authorized overtime in excess of their regular 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 their regular straight time hourly rate for such additional authorized overtime.

## **ARTICLE 21 - VACATIONS**

### **21.01 Entitlement and Calculation of Payment**

#### **Full-Time Employees**

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

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

An employee who has completed two (2) years but less than five (5) years continuous service as of December 31<sup>st</sup> in any 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 December 31<sup>st</sup> in any 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 December 31<sup>st</sup> in any 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 December 31 in any 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 December 31<sup>st</sup> in any year shall be entitled to six (6) weeks' annual vacation with pay.

#### **Supplementary Vacation**

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 December 31<sup>st</sup> of any 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 December 31<sup>st</sup> of any year shall be entitled to an additional five (5) days vacation, with pay.

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

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.

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#### Part-Time Employees

A part-time employee who has completed less than 3450 hours of continuous service as of December 31<sup>st</sup> in any year shall receive 4% of gross earnings.

A part-time employee who has completed 3450 but less than 8625 hours of continuous service as of December 31<sup>st</sup> of any year shall receive 6% of gross earnings.

A part-time employee who has completed 8625 hours but less than 24,150 hours of continuous service as of December 31 of any year shall receive 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 December 31 of any year shall receive 10% of gross earnings. Effective October 11, 2005, a part-time employee who has completed 22,425 hours of continuous service but less than 37,950 hours as of December 31<sup>st</sup> of any year shall receive 10% of gross earnings.

A part-time employee who has completed 37,950 hours of continuous service or more as of December 31<sup>st</sup> of any year shall receive 12% of gross earnings.

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

#### Supplementary Vacation

A part-time employee who has completed 51,750 hours of continuous service as of December 31 of any year shall receive an additional 2% of



gross earnings in the year it is achieved.

A part-time employee who has completed **60,375** hours of continuous service as of December **31** of any year shall receive an additional 2% of gross earnings in the year it is achieved.

## **21.02** Approved Leave of Absence During Vacation

### Full-Time Employees

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

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

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

Where an employee's scheduled vacation is interrupted due to 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.

## **21.03** Vacation Scheduling

### Full-Time Employees

- (a) Vacations will be scheduled by the Department Head, consideration being given to the employee's length of service, personal preference and to the efficient operation of the Hospital.
- (b) For purposes of scheduling vacation, the vacation year is from January **1<sup>st</sup>** to December **31<sup>st</sup>**.
- (c) Vacation preferences will **be** submitted by full-time employees to their Department Head in writing by March **15<sup>th</sup>**. The Department Head **will** post the vacation schedule by April **15<sup>th</sup>**. If no preferences are submitted by an employee by March **15<sup>th</sup>** the employee's vacation period will be allotted by the Department Head on the basis of departmental convenience only.
- (d) Vacation cam-over (full-time)

**All** vacations must be taken by March **31<sup>st</sup>** of the following year. Vacation may not be accumulated from one year to the next except as approved by

the Department Head. Such requests are not to be unreasonably denied.

21.04 A regular part-time employee shall be paid their vacation pay on the first pay in December of each calendar year.

21.05 Terminating employee

An employee who leaves the employee of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the employee's date of separation.

## **ARTICLE 22 - HEALTH AND INSURED BENEFITS**

### **22.01 Insured Benefits- Full-Time Employees**

The Hospital agrees, during the term of the Collective Agreement, to contribute toward 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 (100%) percent 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 (75%) percent 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 fifteen dollars (\$15.00) for single and twenty-five dollars (\$25.00) for 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 \$200.00 every 24 months plus bi-annual eye exams) as well as hearing aid allowance (cost of acquisition per individual every 36 months).

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

- (c) The Hospital agrees to contribute one hundred (100%) percent 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.
- (d) The Hospital agrees to contribute seventy-five (75%) percent of the

billed premiums towards coverage of eligible employees in the active employ of the Hospital under 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) with a nine-month recall including preventative services; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum; providing the balance of the monthly premium is paid by the employee through payroll deduction..

(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 that 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 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 full-time employees shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

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

### 22.04 Insured Benefits- Part-Time Employees

Part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in 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 Employment Insurance Benefits) an amount equal to fourteen (14%) percent of their regular straight time hourly rate for **all** straight time hours paid.

Note: Part-time employees may, on a voluntary basis, enrol in the Hospital's pension plan when eligible in accordance with its terms and conditions. For greater clarity, there shall be **no** reduction in the percentage-in-lieu of benefits as defined above upon enrolment in the Hospital Pension Plan.

## **ARTICLE 23 - INJURY AND DISABILITY**

### 23.01 Workplace Safety and Insurance Board Injury

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

## **ARTICLE 24 - SICK LEAVE - FULL TIME**

### Full-Time

- .01 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.
- .02 The Hospital will pay seventy-five (75%) percent of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three

(3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.

- .03 Effective March 31, 1982, at the Huronia site and December 31, 1976 at the Penetanguishene site, 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 the employee's regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,
- (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, the existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the employee shall be entitled, on termination, to that portion of any unused sick leave dollars providing the employee subsequently achieves the necessary service to qualify for payout under the conditions relating to such payout.
- (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the **Workplace Safety and Insurance Act**, the Hospital, on application from the employee, will supplement the award made by the WSIB for loss of wages to the employee by such amount that the award of the WSIB for loss of wages, together with the supplementation of the Hospital, will equal one hundred (100%) percent of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick credits while awaiting approval of a claim for WSIB Benefits.

- .04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits for Workplace Safety and

## Insurance Benefits.

- .05 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.
- .06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .07 Employment Insurance Rebate
- The short term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Hospital's Employment Insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.
- .08 Any dispute which may arise concerning an employee's entitlement to **long** term disability benefits, and which **is** not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this Agreement.
- .09 The Hospital shall pay the full cost of any medical certificates required of an employee.

## 24.02 WSIB Benefits and Sick Leave

A full-time 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 (WSIB) for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee 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 WSIB. If the claim for WSIB 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 - COMPENSATION**

### 25.01 Experience Pay

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) years' 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 of the Collective Agreement.

#### 25.02 Promotion to a Higher Classification

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

#### 25.03 Temporary Transfer

- (a) 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 (½) shift, the employee shall be paid the rate immediately above the employee's current rate in the higher classification to which the employee was assigned from the commencement of the shift on which the employee was assigned the job.
- (b) An employee who is transferred temporarily by the Employer to a lower-rated job shall continue to be paid as though the employee was employed in the job classification from which the employee was transferred.

#### 25.04 Job Classification

- (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 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 classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

#### **25.05 Wages and Classification Premiums**

The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedule "A" attached hereto.

### **ARTICLE 26 - RELATIONSHIP**

- 26.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of employees' membership or non membership in the Union or because of their activity or lack of activity in the Union.

### **ARTICLE 27 – PROFESSIONAL RESPONSIBILITY**

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

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

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 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.

#### **27.02 RPN Certification**

A nurse is required to present to the Chief Nursing officer or designate on or before February 15<sup>th</sup> 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 not 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 28 – INFLUENZA VACCINE**

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

- i. 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, they 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, they can use banked lieu time or vacation credits in order to keep their 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, they 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 29 - BULLETIN BOARDS**

29.01 It is agreed and understood that the Hospital shall provide, at no cost to the Union, bulletin board space to be used solely for the purpose of posting Union notices and job postings. Such notices shall be submitted to the Director - People System or designate, for approval prior to such postings. Such approval shall not be unreasonably withheld.

#### **ARTICLE 30 – PRINTING COSTS**

30.01 The Hospital agrees to pay one-half the cost of printing the Collective Agreements, provided that style and quantity are mutually agreed.

#### **ARTICLE 31 - ACCESS TO PERSONAL FILES**

- 31.01 (a) Employees may, by appointment, and in the presence of their supervisor and the Union Steward if the employee so requests, have access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. Employees shall be given a copy of their evaluation.
- 31.01 (b) Letters of reprimand will be removed from the employee's record eighteen months from the date of reprimand provided the employee's record has been discipline-free for one year.

#### **ARTICLE 32- IN-SERVICE TRAINING**

32.01 Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, In-service and continuing education. The Hospital will endeavour to provide programs and post their availability.

## **ARTICLE 33 - UNION BUSINESS**

- 33.01 Subject to availability, any requests for a room for Union business will be granted. Requests for a room are to be made through the Director of People System.
- 33.02 The hospital will provide a lockable filing cabinet to one chief steward at each site within the hospital in an area agreed to by the hospital and the chief steward.

## **ARTICLE 34 - DURATION**

- 34.01 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification for amendments succeeding, or any longer period which may be mutually agreed to.

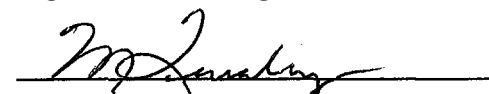
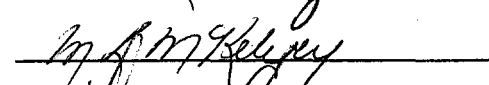
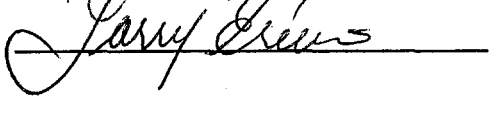
Notwithstanding the foregoing provisions in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation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

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

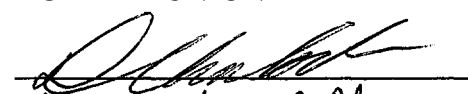

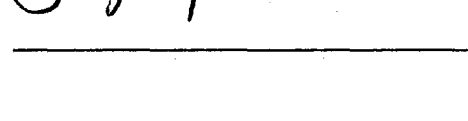
- 34.02 This agreement shall continue in effect until October 10, 2006 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this agreement.

SIGNED AT *Midland* Ontario, THIS 9<sup>th</sup> DAY OF Nov 2006.

FOR THE EMPLOYER

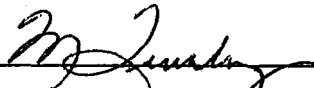
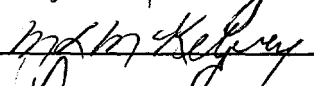
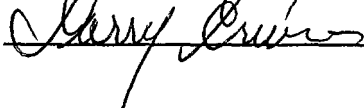
FOR THE UNION



**Letter of Intent**  
**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.

For the Alliance:

For the Union:

## Letter of Intent

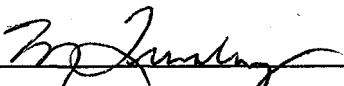
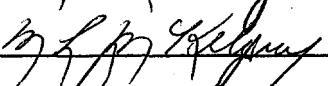

### Re: Staff Planning Committee and Charney Board

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


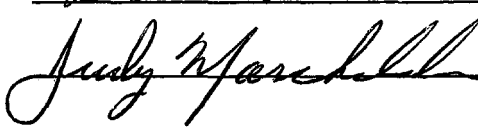
The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing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

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

For the Alliance

  
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For the Union

  
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\_\_\_\_\_

## Letter of understanding

### Re: Transformation in Health Care

#### I Recognition

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

#### Ri to Return on Transfer

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

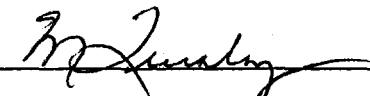
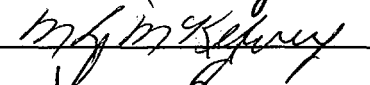
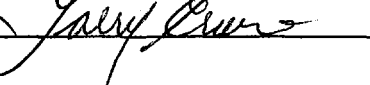
Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Hospital for that 24 month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

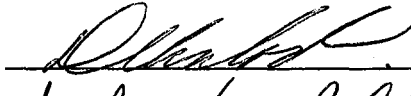

\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

Dated at Midland, Ontario this 9<sup>th</sup> day of November, 2006

For the Alliance

For the Union

**Extended Shifts  
Full-time and Part-time**

**Model Agreement  
Extended Shift Arrangements  
Between**

**“NORTH SIMCOE HOSPITAL ALLIANCE”**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1101**

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

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

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of this 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 they have completed three hundred and thirty-seven and one-half (337½) 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 (1½) 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.

## **\_\_\_\_\_ : 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 the 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 paid relief periods during the shift on the basis of fifteen (15) minutes for each 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 562.5 hours. All other provisions of the existing plan shall be maintained.

## **Article 8 – Paid Holidays**

**(Applicable to full time employees only)**

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

8.2 An employee required to work on any of the designated holidays



listed in the collective agreement shall be paid at the rate of time and one-half (1½) their regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, the employee will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a different standards 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 a shift” with “in excess of 3.75 hours” for extended tours.

## **Article 11 – Responsibility Allowance Outside the Bargaining Unit**

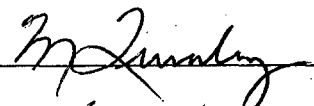
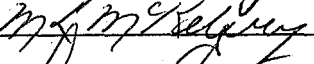
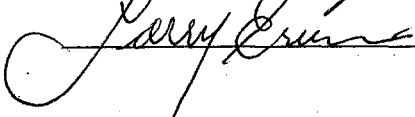
11.1 In Article 17.07 of the collective agreement replace “in excess of one-half of a shift” with “after 3.75 hours” for extended tours.

## **Article 12 – Termination**

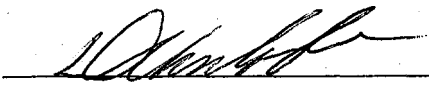

12.1 Either party may on written notice of \_\_\_\_\_ (days/weeks) to the other party, terminate this Agreement for any reason.

SIGNED AT Midland THIS 9th day of November, 2006

FOR THE ALLIANCE:

FOR 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):

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---

To correct this problem, I/we recommended:

---

---

---

Name/Title of Immediate Supervisor Notified:

---

Date/Time of Notification

---

Response

---

---

---

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

_____	_____	_____
_____	_____	_____

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

---

## LETTER OF UNDERSTANDING

**YOUR FOR TIME TO ULL-**

The parties agree that for the purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule for employees of Huronia District Hospital as of October 10, 1986, all part-time employee's service and seniority as of that date was converted on the following basis:

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

For the Alliance:

To  
Mr. J. H. K. K.  
J. H. K.

For the Union:

Charlotte  
July 29<sup>th</sup> 1861

## Letter of Understanding

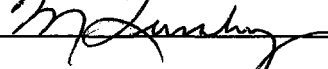
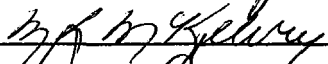
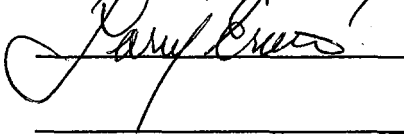
### Re: Joint Benefits Review Committee

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

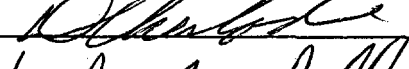

- Topic of and make recommendations regarding modified work and HOODIP within a 6-month period;
- Entitlement and costs associated with the insured benefit coverage provided to active and retired employees; and
- Where possible, review and evaluate the findings of other committees established to discuss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

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

**For the Alliance:**

**For the Union:**

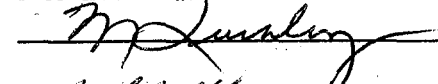
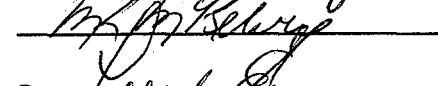
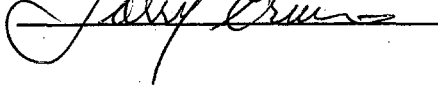
## LETTER OF INTENT

### Regarding the Utilization of RPN Skills

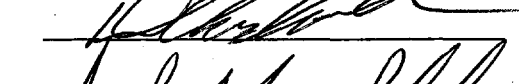
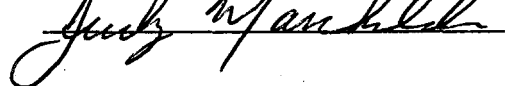
The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Service Employees International Union and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to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

- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by 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.

**For the Alliance:**

  
  
  
\_\_\_\_\_

**For the Union:**

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

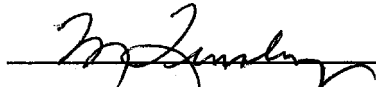
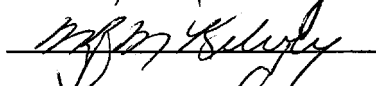
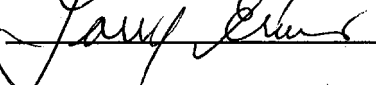

**Letter of understanding**

**Regarding the Rate of Pay**


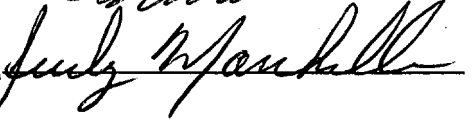
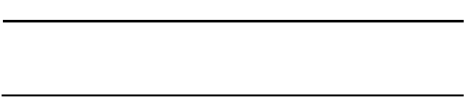
**For  
Registered Practical Nurses:**

The parties agree to implement the average rate between Royal Victoria Hospital and Orillia Soldiers Memorial Hospital. as negotiated or awarded for the period 2004-2006.

For the Alliance

For the Union

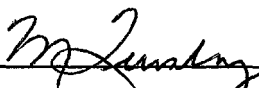
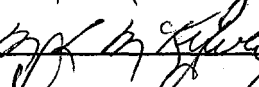
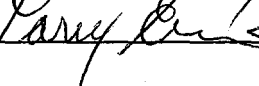
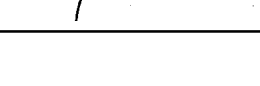
**Letter of understanding**

**Regarding outstanding lan**

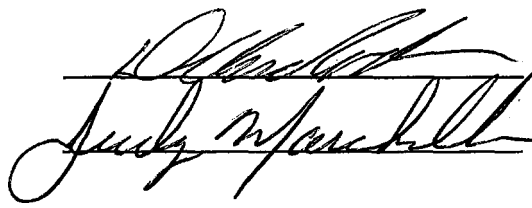
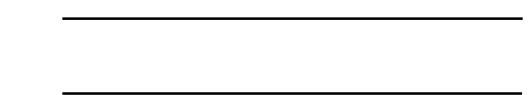
**proposed by the Union**

Regarding the Health and Safety language (including the Day of Mourning) and the Cancellation of Shift language as proposed by the Union, the parties agree to incorporate any negotiated or awarded language at Royal Victoria Hospital for the period 2004 to 2006.

For the Alliance

For the Union

## SCHEDULE "A"

**Effective October 11, 2003**

Maintenance chargeperson			\$21.16	\$22.05	\$22.55
Maintenance I - PGH			\$19.08	\$19.26	\$19.47
Maintenance II - HDH			\$19.08	\$19.26	\$19.47
R.P.N.			\$20.87	\$21.06	\$21.28
Lab outpatient assistant	\$17.26	\$17.76	\$18.25	\$18.73	\$19.20
Housekeeping chargeperson			\$19.08	\$19.26	\$19.47
Maintenance III - HDH			\$16.98	\$17.17	\$17.37
Laundry lead hand			\$17.56	\$17.75	\$17.90
Cook			\$17.40	\$17.60	\$17.80
Ward clerk			\$16.98	\$17.17	\$17.37
Linen control			\$16.85	\$17.03	\$17.21
Porter storeman			\$16.85	\$17.03	\$17.21
Maintenance II - PGH			\$16.79	\$16.96	\$17.14
Dietary clerk			\$16.98	\$17.17	\$17.37
Groundskeeper			\$16.98	\$17.17	\$17.37
Technical aide			\$16.66	\$16.84	\$17.03
Dietary aide			\$16.66	\$16.84	\$17.03
Laundry service worker			\$16.66	\$16.84	\$17.03
Housekeeping aide			\$16.66	\$16.84	\$17.03
Unit support worker			\$16.66	\$16.84	\$17.03
Non-registered N.A.			\$16.66	\$16.84	\$17.03
Linen porter			\$16.66	\$16.84	\$17.03



## SCHEDULE "A" con't

### EFFECTIVE October 1, 2004

Maintenance chargeperson			\$21.48	\$22.38	\$22.89
Maintenance I-PGH/Maintenance II - HDH			\$19.37	\$19.55	\$19.76
R.P.N.			\$21.18	\$21.38	\$21.60
Lab outpatient assistant	\$17.52	\$18.03	\$18.52	\$19.01	\$19.49
Housekeeping chargeperson			\$19.37	\$19.55	\$19.76
Maintenance III - HDH			\$17.23	\$17.43	\$17.63
Laundry lead hand			\$17.82	\$18.02	\$18.17
Cook			\$17.66	\$17.86	\$18.07
Ward clerk			\$17.23	\$17.43	\$17.63
Linen control			\$17.10	\$17.29	\$17.47
Porter/storeman			\$17.10	\$17.29	\$17.47
Maintenance II - PGH			\$17.04	\$17.21	\$17.40
Dietary clerk			\$17.23	\$17.43	\$17.63
Groundskeeper			\$17.23	\$17.43	\$17.63
Technical aide			\$16.91	\$17.09	\$17.29
Dietary aide			\$16.91	\$17.09	\$17.29
Laundry service worker			\$16.91	\$17.09	\$17.29
Housekeeping aide			\$16.91	\$17.09	\$17.29
Unit support worker			\$17.11	\$17.30	\$17.49
Non-registered N.A.			\$16.91	\$17.09	\$17.29
Linen porter			\$16.91	\$17.09	\$17.29
CSR chargeperson			\$20.19	\$20.37	\$20.58
Security worker			\$19.37	\$19.55	\$19.76

## SCHEDULE "A" con't

### EFFECTIVE April 1, 2005

Maintenance chargeperson			\$21.80	\$22.72	\$23.23
Maintenance I-PGH/Maintenance II - HDH			\$19.66	\$19.84	\$20.06
R.P.N.			\$21.50	\$21.70	\$21.92
Lab outpatient assistant	\$17.78	\$18.30	\$18.80	\$19.30	\$19.78
Housekeeping chargeperson			\$19.66	\$19.84	\$20.06
Maintenance III - HDH			\$17.49	\$17.69	\$17.89
Laundry lead hand			\$18.09	\$18.29	\$18.44
Cook			\$17.92	\$18.13	\$18.34
Ward clerk			\$17.49	\$17.69	\$17.89
Linen control			\$17.36	\$17.55	\$17.73
Porter storeman			\$17.36	\$17.55	\$17.73
Maintenance II - PGH			\$17.30	\$17.47	\$17.66
Dietary clerk			\$17.49	\$17.69	\$17.89
Groundskeeper			\$17.49	\$17.69	\$17.89
Technical aide			\$17.16	\$17.35	\$17.55
Dietary aide			\$17.16	\$17.35	\$17.55
Laundry service worker			\$17.16	\$17.35	\$17.55
Housekeeping aide			\$17.16	\$17.35	\$17.55
Unit support worker			\$17.47	\$17.66	\$17.85
Non-registered N.A.			\$17.16	\$17.35	\$17.55
Linen porter			\$17.16	\$17.35	\$17.55
CSR chargeperson			\$20.49	\$20.68	\$20.89
Security worker			\$19.66	\$19.84	\$20.06

## SCHEDULE "A" con't

**EFFECTIVE October 1, 2005**

Maintenance chargeperson			\$22.13	\$23.06	\$23.58
Maintenance I-PGH/Maintenance II - HDH			\$19.95	\$20.14	\$20.36
R.P.N.			\$21.82	\$22.03	\$22.25
Lab outpatient assistant	\$18.05	\$18.57	\$19.08	\$19.59	\$20.08
Housekeeping chargeperson			\$19.95	\$20.14	\$20.36
Maintenance III - HDH			\$17.75	\$17.96	\$18.16
Laundry lead hand			\$18.36	\$18.56	\$18.72
Cook			\$18.19	\$18.40	\$18.62
Ward clerk			\$17.75	\$17.96	\$18.16
Linen control			\$17.62	\$17.81	\$18.00
Porter storeman			\$17.62	\$17.81	\$18.00
Maintenance II - PGH			\$17.56	\$17.73	\$17.92
Dietary clerk			\$17.75	\$17.96	\$18.16
Groundskeeper			\$17.75	\$17.96	\$18.16
Technical aide			\$17.42	\$17.61	\$17.81
Dietary aide			\$17.42	\$17.61	\$17.81
Laundry service worker			\$17.42	\$17.61	\$17.81
Housekeeping aide			\$17.42	\$17.61	\$17.81
Unit support worker			\$17.73	\$17.92	\$18.12
Non-registered N.A.			\$17.42	\$17.61	\$17.81
Linen porter			\$17.42	\$17.61	\$17.81
CSR chargeperson			\$20.80	\$20.99	\$21.20
Security worker			\$19.95	\$20.14	\$20.36

**SCHEDULE "A" con't**  
**EFFECTIVE April 1, 2006**

Maintenance chargeperson			\$22.35	\$23.29	\$23.82
Maintenance I-PGH/Maintenance II - HDH			\$20.15	\$20.34	\$20.56
R.P.N.			\$22.04	\$22.25	\$22.47
Lab outpatient assistant	\$18.23	\$18.76	\$19.27	\$19.79	\$20.28
Housekeeping chargeperson			\$20.15	\$20.34	\$20.56
Maintenance III - HDH			\$17.93	\$18.14	\$18.34
Laundry lead hand			\$18.54	\$18.75	\$18.91
Cook			\$18.37	\$18.58	\$18.81
Ward clerk			\$17.93	\$18.14	\$18.34
Linen control			\$17.80	\$17.99	\$18.18
Porter storeman			\$17.80	\$17.99	\$18.18
Maintenance II - PGH			\$17.74	\$17.91	\$18.10
Dietary clerk			\$17.93	\$18.14	\$18.34
Groundskeeper			\$17.93	\$18.14	\$18.34
Technical aide			\$17.59	\$17.79	\$17.99
Dietary aide			\$17.59	\$17.79	\$17.99
Laundry service worker			\$17.59	\$17.79	\$17.99
Housekeeping aide			\$17.59	\$17.79	\$17.99
Unit support worker			\$17.91	\$18.10	\$18.30
Non-registered N.A.			\$17.59	\$17.79	\$17.99
Linen porter			\$17.59	\$17.79	\$17.99
CSR chargeperson			\$21.01	\$21.20	\$21.41
Security worker			\$20.15	\$20.34	\$20.56

76