

SOURCE	Hosp.		
EFF.	93	10	11
TERM.	95	10	10
No. OF EMPLOYEES	52		
NOMBRE D'EMPLOYÉS	df		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ANSON GENERAL HOSPITAL**

**AND**

**SERVICE EMPLOYEES UNION, LOCAL 478**

**SERVICE UNIT  
FULL-TIME AND PART-TIME**

**October 11, 1993**

**October 10, 1995**

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## ARTICLE 1 GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees concerned, to establish and maintain satisfactory working conditions, hours of work and wages, and to provide for the prompt disposition of grievances for all the employees who are subject to the provisions of this Agreement.

## ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all employees of Anson General Hospital in Iroquois Falls, Ontario, save and except professional medical staff, registered nurses, graduate and undergraduate nurses, paramedical employees, supervisors, persons above the rank of supervisor, office staff, and employees in bargaining units for which any trade union held bargaining rights on June 28th, 1985.

## ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that, except as expressly modified by any other article of this collective agreement, it is the exclusive right of the Hospital to manage and direct its operation and affairs in all respects, and, without limiting or restricting that right;
- (a) To maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees.
  - (b) To determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and service to be provided and performed, and to make, alter, and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interest of the safety and well-being of the Hospital patients and the public.
  - (c) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees and to assign employees to shifts and to increase and decrease the working force, provided that a claim of discriminatory demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.
- 3.02 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

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

**This** clause would not preclude such employees from using the job posting provision under the Collective Agreement and any **successful** applicant who has completed his probation period will be credited with the appropriate seniority.

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

### 4.02 Part-Time Employees

A part-time employee shall mean **an** employee who is regularly employed for not more than twenty-four **(24)** hours per week.

4.03 The word "employee" or "employees" wherever used in this Agreement shall **mean only** the employees in the bargaining unit defined above.

4.04 Where the masculine pronoun is **used** herein it includes the feminine pronoun and vice versa where the context **so requires**. Where the singular is **used** it may also be deemed to mean plural and vice versa.

## ARTICLE 5 UNION SECURITY

### 5.01 Union Dues

The Hospital will deduct each month from the wages of all employees, the **monthly** membership dues regularly assessed by the union in accordance with its **constitution** and by-laws, or **an** amount equal to such Union Dues, in accordance **with the** following provision.

In **the** month following the month in which **they were hired**, new **employees** shall as a condition of their employment, be subject to Union Dues deductions.

**Dues** deductions **shall** be **made from** the **first** pay of each month and forwarded before the 10th day of the month following which the deductions are made.

5.02

Interview Period

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

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

5.03

Employee Lists

The Hospital will provide the **Union**, on a "one time basis only" with the Social Insurance Number for **each** employee in the bargaining unit and such information **will** be updated with respect to new employees subsequently hired.

The **Hospital** will, when forwarding the Union **Dues to** the Secretary-Treasurer of the **Local** Union, submit a list of names of **those** employees for **whom** deductions have been made, the **names** of those employees who have terminated their employ and the names of those employees for whom no deductions have been made and the reasons therefor.

**ARTICLE 6 NO STRIKE - NO 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.

6.02

The definition of the terms "lockout" and "strike" as used in Section (01) **above, shall** be in accordance with the Labour Relations Act. R.S.O. Chapter **232, and** amendments thereto.

**ARTICLE 7 UNION REPRESENTATION AND COMMITTEES**

7.01

Grievance Committee

- (a) The Hospital will recognize a Grievance **Committee** composed of the **Chief** Steward and not **more than** four **(4)** **employees**, one of **which** **will** be a part-time employee selected by the **Union to** be known as "Stewards" provided no more than **three** (3) members of the Grievance Committee shall **be** present at any meeting with the Hospital.

- (b) The Union shall keep the Hospital notified in writing of the names of its currently authorized members of the Grievance Committee.
- (c) Employees shall not be eligible to serve as members of the Grievance Committee unless they have been in the Hospital's continuous employ for not less than twelve (12) months.

7.02 Union Stewards

- (a) The Hospital will recognize a chief steward and one steward from each of the following departments of the Hospital.

Housekeeping	Nursing
Dietary	Part-time

- (b) The Union recognizes that stewards have regular duties to perform as employees of the Hospital and that such persons shall not leave their regular duties to conduct Union business as provided under this agreement without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld. Stewards shall state their reasons for wishing to leave their duties to their immediate supervisor. When resuming their regular duties such stewards shall again report to their immediate supervisor.

7.03 Central Bargaining Committee

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 his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven, and in no case will more than one 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 seven hospitals accordingly.

7.04 Local Negotiating Committee

- (a) The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement and such committee shall be comprised of the chief steward, one full-time employee and one part-time employee.



- (b) It is agreed that a full-time general representative of Local 478 may participate in negotiations.
- (c) Members of the negotiating committee shall be paid their regular rate for all regular scheduled working hours lost due to attending negotiating meetings with management up to conciliation.

**ARTICLE 8 GRIEVANCE AND ARBITRATION**

8. For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the negotiating unit and the Hospital or between the parties here to relating to her/his retention, promotion, discipline or classification of the employee.

8.0 The grievor shall identify the nature of the grievance, the provisions of the Agreement which are alleged to have been violated.

8.03 If an employee is disciplined or at any stage of the grievance procedure an employee shall have the right to be present with his/her steward. In the case of suspension or discharge, the Hospital shall advise the employee of his right in advance.

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

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

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

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

Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a union steward. The

immediate supervisor will deliver **his** decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement, then:

### Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the Written grievance to **his** Department Head, who will deliver **his** decision in writing within five (5) days following the day on which the grievance was presented to **him**.

**This step maybe** omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

### Step 3

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 **designate**d 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 3, 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 3 within ten (10) days following the circumstances giving rise to the grievance.

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

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

8.06

Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head, or his 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 his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at Step 3 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

Failing settlement under the, foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

8.09

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

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

of the second nominee, they ~~shall~~ then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board ~~shall~~ not be authorized to make any decision inconsistent with the provisions of ~~this~~ Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman, ~~will~~ be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will ~~bear~~ the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits ~~as~~ set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the 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 he has completed 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 he shall be credited with seniority equal to forty-five (45) **working** days. With the written consent of the Hospital, the probationary employee and the chief steward or designate such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02

### Definition of Seniority

- (a) **Seniority** for full-time employees will be based on the last date of hire by the Hospital, subject to Article 9.01.
- (b) Seniority for part-time employees will be based on hours worked since the last date of hire by the Hospital.
- (c) Based on the above, the Hospital will maintain separate seniority lists for full-time employees and part-time employees.

9.03

Effective December **28, 1986**, and for employees who transfer subsequent to December **28, 1986**, an employee whose **status** is changed from full-time to part-time shall receive credit for his/her full service and seniority. **An** employee whose status is **changed** from part-time to full-time shall receive credit for seniority and **service** on the basis of one **(1)** year equals 1725 hours worked, and will be enrolled in the employee benefits plans subject to meeting any waiting period or other requirements of those plans.

Employees hired prior to December **28, 1986**, will be credited with the **service** and seniority they held under the Collective Agreement expiring October 31, **1986**.

9.04

### Loss of Seniority

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

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

- (g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months ~~from~~ the time the disability or illness commenced.

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

9.05 Effect of Absence (Full-time Employees)

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits or LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.

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

It shall be the duty of the employee to notify the Hospital of any change of address.

## **ARTICLE 10 - JOB SECURITY**

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

(b) **Staff Planning Committee**

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

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

### **Composition and Meetings**

**The Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.**

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

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

### Disclosure

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

### Accountability

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

## 10.02

### Notice

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

- (i) provide the Union with no less than (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee, no less than six (6) 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

## 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.

Note: In accordance with the Mitchnick Board's supplementary award dated **February 24, 1997**, notwithstanding Article **10.02**, notice for the purposes of severance pay under Article 10.03(a) **is** to be calculated on the basis of 2 weeks



per year of service to a maximum of 12 weeks, Thus the balance of the notice referred to above will be the balance of up to 12 weeks as applicable.

(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 classifications(s) in order of **seniority**, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 10.02 (a) (ii).

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

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential 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 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

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

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

10.04

Regional Staff Planning Committees

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the participating 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. An 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 lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to 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 1% of the laid-off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser

seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 5% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off

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

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

**ARTICLE 11 JOB POSTING**

**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 three (3) consecutive days **excluding Saturday, Sunday** and holidays. All applications are to be made in writing within the posting period.

**11.02**      The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and **shift** and a copy shall be provided to the chief steward.

**11.03**      Employees shall be **selected** for positions under Article .01, on the basis of their ability, experience and **qualifications**. Where these **factors** are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant **will** be posted on the bulletin board and unsuccessful applicants will be notified.

**11.04**      Where there are no successful applicants **from** within **this** bargaining unit for positions referred to in Article .01, employees in other **SEIU** service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to **those** employees who have applied for the position in accordance with Article .01 and selection shall be made in accordance with Article .03 above..

**11.05**      Vacancies which are not expected to exceed **six** (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration

shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain **their** part-time status and upon completion of the assignment the employee **will** return to his former position.

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

**11.07** The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five **(45)** working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform **the** duties of the vacancy to which he is **posted**, the employee will be returned to his former position at his former **salary** or **rate** of pay, as will any other employee in the bargaining unit who **was** promoted or transferred by reason of such placing. **Newly hired** employees **shall** be terminated and such termination shall not be subject to the grievance and arbitration procedure.

**11.08** Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of **six** (6) months, unless otherwise mutually **agreed**.

## **ARTICLE 12 NO CONTRACTING OUT**

**2.01** 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.

**2.02** 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:

- (1) to employ the employees thus displaced from the hospital; and
- (2) 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.

### **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 his/her regular job.

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

- 14.03      Where new or greater **skills are** required than **are already possessed** by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of

tuition and travel. There shall be no **reduction** in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six **(6)** months.

**14.04** Employees with one (1) or more years of continuous service who are subject to lay-off 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.

**14.05** Employees who are pregnant shall not be required to operate VDT's. At their request, **the** Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in **an** arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

**14.06** Each employee required to use a VDT more than four **(4)** hours per day, shall be given examinations at the beginning of employment or assignment to VDTs and every twelve **(12)** months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

## **ARTICLE 15 LEAVE OF ABSENCE**

### **15.01** Bereavement Leave

**An** employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days **off**, without loss of **his** regular pay for his scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family.

"Immediate family" **means** parent, brother, sister, spouse, **son**, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

### **15.02** Education Leave (Full-time Employees)

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

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

15.03 (a) Jury and Witness **Duty** (Full-time Employees)

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

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

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case **arising** from the employee's duties at the Hospital on his regularly scheduled day **off**, the Hospital will attempt to reschedule the employee's regular day **off**, it being understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, **as** a result, he is required to attend on a regular day **off**, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half **his** regular straight time hourly rate subject to (i) (ii) and (iii) above.

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

Where the Hospital is unable to reschedule the employee and, **as** a result, he is required to attend during other than his regularly scheduled paid hours, he shall be



paid for all hours actually spent at such hearing at his straight time hourly rate subject to (i), (ii) and (iii) above.

15.03 (b) Jury and Witness ~~Duty~~ (Part-time Employees)

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

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

In addition to the foregoing where ~~an~~ employee is required by subpoena to attend a court of law or coroner's ~~inquest~~ in connection with a case arising from the employee's duties at the ~~hospital~~ on a day on which he has not been scheduled to work, he shall be paid for ~~all~~ hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (i) (ii) and (iii) above.

15.04 Pregnancy Leave (Full-time Employees)

- (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) *The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000(LICO) for the*

*calendar year. or such other locally agreed annual period for determining LICO status.*

Effective February 28, 1995 an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between **ninety-three percent (93%)** of her regular weekly **earnings** and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen **(15)** weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or *salary* increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment 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 severance pay benefits are not reduced or increased by payments received under the plan.

*The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.*

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (**SUB**) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent **(75%)** of her regular weekly earnings and the sum of her weekly Unemployment **Insurance** benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen **(15)** weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

15.04 Pregnancy Leave (Part-time Employees)

- (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) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000(LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995 an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance

**Act**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the **sum** of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, **and** receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen **(15)** weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two **(2)** week period of the leave while waiting to receive Unemployment 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 severance pay benefits are not reduced or increased by payments received under the plan.

**The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.**

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (**SUB**) Plan, **an** employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid **a** supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent **(75%)** of her regular weekly earnings and the sum of her weekly Unemployment **Insurance** benefits and any other earnings. Such **payment** shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen **(15)** weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave **times** her **normal weekly** hours plus **any** wage increase or **salary** increment that she would be entitled to if she were not on pregnancy leave.

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

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

15.05 Parental Leave (Full-time Employees)

- (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 his** or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof

- (e) *The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.*

Effective February 28, 1995, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (93%) of her regular weekly **earnings** and the *sum* of her weekly Unemployment Insurance benefits and any other **earnings**. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her ~~last~~ day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

*The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.*

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, **any** employee, who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between Seventy-five percent (75%) of her regular weekly **earnings** and the sum of her weekly Unemployment Insurance benefits and **any** other **earnings**. Such payment shall **commence** following completion of the two-week unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt **of** such benefits for **a**

maximum period of ten (10) weeks. **The** employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

- (f) Credits for ~~service~~ and seniority shall accumulate for a period of up to eighteen **(18)** weeks 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 eighteen **(18)** weeks while the employee is on parental leave.
- (h) Subject to **any** changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to **his** or her former duties, on the same shift in the same department, and at the same rate of pay.

#### 15.05

##### Parental Leave (Part-time Employees)

- (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 his ~~or~~ her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two **(2)** weeks in advance thereof
- (e) *The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.*

Effective February 28, 1995, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (93%) of her regular weekly earnings and the *sum* of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or **salary** increment that she would be entitled to if she were not on parental leave.

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

*The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.*

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, any employee who is on parental leave **as** provided under this Agreement who has applied for **and** is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between Seventy-five percent **(75%)** of her regular weekly earnings and the sum of her weekly



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

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

- (f) Credits for **service** and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of eighteen (18) weeks while the employee is on parental leave.
- (h) Subject **to** any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-Time Union Officers

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 **Officer**. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two **(2)** calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 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.

In requesting such leave of absence for **an** employee or employees, the Union must give at least twenty-one **(21)** days clear notice in writing to the Hospital.

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

- (b) Leaves of absence shall be in accordance with the following:
- (i) No more than two **(2)** employees will be absent at any one time;
  - (ii) No more than one (1) employee will be absent **from** any one department (housekeeping, dietary, nursing) at one time;
  - (iii) The cumulative total leave of absence shall not exceed fifteen **(15)** days in a calendar year;
  - (iv) No leave of absence will be for a period longer than seven **(7)** days at any one time.

## **ARTICLE 16 HOURS OF WORK**

### **16.01 Daily and Weekly Hours of Work**

- (a) The standard daily hours of work shall be seven **and** one-half (7 1/2) exclusive of a one-half (1/2) hour unpaid **meal** period.
- (b) Employees will not be scheduled to work more than seven (7) consecutive days without a day **off**, except in emergency situations.
- (c) ~~Work~~ schedules for **all** employees shall be posted four **(4)** weeks in advance and cover a one (1) week period. The work schedule may be altered due to operating conditions, however, forty-eight **(48)** hours notice of change will be given to individuals concerned whenever possible.
- (d) 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.
- (e) It is understood **normal** hours include those required to accommodate the change from Daylight **Savings** Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal **shift** worked **shall** not be affected by reason of the change in the number of normal hours worked

in consequence of such change from Daylight Savings Time to Standard Time and vice versa.

- (f) 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.

#### 16.02 Rest Periods

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

#### 16.03 Time Off Between Shifts

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 change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the changeover of shifts.

#### 16.04 Weekends Off

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 three week period. Where a weekend off is not granted within a three week period, time worked on such third weekend but not subsequent weekends, shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work or

- (iii) such weekend is worked as a result of an exchange of shifts **with** another employee; or
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days **off**.

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.

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

16.05 Christmas Scheduling

Employees shall be scheduled **off** work for a minimum of four **(4)** consecutive days **at** either **Christmas** or New **Year's** unless the employee requests otherwise. Time **off** at **Christmas** and New **Year's** shall include the periods following the December 24th day tour to the December 26th day tour inclusive and following the December 31st day tour to the January 2nd day tour inclusive.

Employees must request either Christmas or New **Year's** time **off** by October 15th. Employees will alternate Christmas and New **Year's** time off on a yearly basis. The shift schedule shall be posted by November 15th.

The scheduling provisions will be waived between December 15th and January 15th to provide for Christmas and New **Year's** scheduling.

**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 Definition of Overtime (Overtime Premium)

- (a) Overtime **shall** be paid at the rate of time and one-half the employee's regular straight time rate of pay for authorized work performed in excess of seven **and** one-half **(7 1/2)** hours per day or for **thirty** seven and one-half **(37 1/2)** hours per week averaged over the period scheduled by the Hospital.

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

17.03 Reporting Pay

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours, except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one hour's prior notice not to report for work.

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars and ten cents \$2.10 per hour for all hours on standby.

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

17.05 Call Back (Full Time Employees)

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

**17.06**      Shift Premium

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

**17.07**      Responsibility Outside the Bargaining Unit

When an Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a **period in** excess of one-half of one 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 a full-time employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time **off** equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time **off** shall be one and one-half times.) Where a full-time employee chooses the latter option, such time **off** must be taken within the succeeding two 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**      Ambulance Call-in (Part-time)

Ambulance Staff called in by the Hospital for Ambulance duty shall be paid a minimum two (**2**) hours pay at their straight time hourly rate or straight time hourly rate for **all** hours worked, whichever is greater. If the call-in occurs during a holiday they shall receive the greater of 1 1/2 times their regular straight time hourly rate for all hours worked on such call-in or the minimum **2** hours of pay at their straight time hourly rate whichever is greater.

**17.10**      Weekend Premium

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

## ARTICLE 18 ALLOWANCES

### 18.01 Meal Allowance

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

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

### 18.02 Uniform Allowance (Full-time Employees)

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$70.00 per year in a lump sum payment in the first pay period of November of each year.

## ARTICLE 19 HEALTH & 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, at least one representative 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 fulfil 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.
- (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 and safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

**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, 1988, and on that date for each subsequent year, the Hospital will provide \$35.00 per year to each full-time employee who is required by the Hospital to **wear** safety footwear during the course of **his** duties.

**ARTICLE 20 PUBLIC HOLIDAYS**

**20.01**      Number of Holidays - Full-Time Employees

- (a) **An** employee who otherwise qualifies under (b) hereunder shall receive the following paid holidays.

New <del>Year's</del> Day	Labor Day
Third Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	2nd Monday in June

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.

- (b) In order to qualify for pay for a holiday, **an** employee shall complete her full **scheduled shift** on each of the working days immediately preceding and following the holiday concerned unless the employee was absent due to:



- (i) legitimate illness or accident which commenced within two (2) weeks of the holiday;
  - (ii) vacation granted by the Hospital;
  - (iii) the employee's regular scheduled day off.
- (c) **An** employee who qualifies under (b) above, and is required to work on any of the above-named holidays will at the option of the Hospital, receive either:
- (i) pay for all hours worked on such day at the rate of one and one-half (1 1/2) times his regular straight time rate of pay in addition to his regular straight time rate of pay, or
  - (ii) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within thirty (30) days before or after the holiday. Such lieu day off to be selected by the employee and the immediate supervisor by mutual agreement, failing such mutual agreement, the lieu day will be scheduled by the immediate supervisor.

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

- (d) Holiday pay is defined as the amount of regular straight time hourly pay (7 1/2 hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holidays in question.
- (e) Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regular scheduled shift), such employee shall receive two and one half (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

## 20.02 Number of Holiday (Part-Time Employees)

**An** employee required to work on any of the following designated holidays will be paid at the rate of one and one half (1 1/2) times his regular straight time rate of pay for all hours worked on such holiday.

New Year's Day	Labor Day
Third Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	2nd Monday in June

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.

## **ARTICLE 21 VACATIONS**

### **21.01 (a) Vacation Pay (Full-time Employees)**

Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

**An** employee who has completed less than one **(1)** year of continuous service as of their anniversary date shall be entitled to two **(2)** weeks' **annual** vacation. Payment for such vacation shall be prorated in accordance with his/her service.

**An** employee who has completed one **(1)** year but less than two **(2)** years of continuous service as of their anniversary date shall be entitled to two **(2)** weeks' annual vacation with pay.

**An** employee who has completed two **(2)** years but less than five **(5)** years of continuous service as of their anniversary date shall be entitled to three **(3)** weeks' annual vacation with pay.

**An** employee who **has** completed five **(5)** years but less than fifteen **(15)** years of continuous service as of their anniversary date shall be entitled to four **(4)** weeks' annual vacation with pay.

**An** employee who **has** completed fifteen **(15)** years but less than twenty-five **(25)** years of continuous service as of their anniversary date shall be entitled to five **(5)** weeks' **annual** vacation with pay.

**An** employee who has completed twenty-five **(25)** or more years of continuous service as of their anniversary date shall be entitled to six **(6)** weeks annual vacation with pay.

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

### **21.01 (b) Vacation Pay (Part-time Employees)**

Subject to maintaining any superior conditions concerning vacation entitlement, vacation entitlement shall be as follows:

A part-time employee who has complete\$ less than 3,450 hours of continuous service as of their anniversary date shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of their anniversary date shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service as of their anniversary date shall receive 8% of **gross** earnings.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of their anniversary date shall receive 10% of **gross** earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of their anniversary date shall receive 12% of **gross** earnings.

Vacation pay will be calculated and paid on an annual basis in June of each year for **earnings** up to and including last pay in May.

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

21.02

Approved Leave of Absence During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness **shall be** considered sick leave.

Where **an** employee's scheduled vacation is interrupted due to a serious illness requiring the employee **to** be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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.

21.03

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

21.04

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

- 21.05 An employee who terminates his employment with the Hospital without giving at least two (2) weeks' notice to the Hospital shall receive such percentage vacation pay as may be due him in accordance with The Employment Standards Act, 1974.
- 21.06 Vacations shall not be cumulative from year to year.
- 21.07 Employees who leave the Hospital's employ shall receive vacation pay of **4%, 6%, 8%, 10% or 12%** of their earnings from anniversary date of employment to the date of separation (less vacation pay received) depending upon their length of service on separation **as** set forth above subject to Article **21.05**.

## **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 towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

- (a) The Hospital agrees to pay one hundred percent (**100%**) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (**75%**) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are **paid by the** employee through payroll deductions. In addition to the standard benefits, **coverage** will include vision care (maximum \$90.00 every 24 months) as well **as** a hearing aid allowance (lifetime maximum \$500 per individual).

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 pay one hundred percent (**100%**) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect.
- (d) The Hospital agrees **to** contribute seventy-five percent (**75%**) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital **under** the Blue Cross # 9 Dental Plan or comparable coverage **with** another carrier (based on the current ODA fee schedule as it may be updated from time to

time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

(e) Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 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 benefit plans as is currently contributed by the Hospital to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same.

22.03 Pension

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

All present employees enrolled in the Abitibi Price Pension Plan shall maintain their enrollment in the plan subject to its terms and conditions.

22.04 Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

22.05 The Hospital shall make provision with its insurers by January 18, 1993 to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, his or her participation in the following group plans:

- (1) Extended Health Care, including Vision Care and Hearing Aid Allowance.

- (2) Dental Plan.

**ARTICLE 23 INJURY AND DISABILITY**

**23.01 Workers' Compensation Injury**

In the case of an accident which will be compensated by Workers' Compensation Board, the Employer will pay the employee's wages for the day of the accident.

**23.02 Disabled Employees**

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

**ARTICLE 24 - SICK LEAVE AND LONG-TERM DISABILITY (Full-time Employees)**

**24.01** The Hospital will assume total responsibility for providing and funding a short-term sick leave plan **at** least equivalent to that described in the 1987 Hospitals of Ontario Disability **Plan** (HOODIP) brochure.

**24.02** The Hospital will pay seventy-five percent (**75%**) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or **an** equivalent plan), the employee paying the **balance of the billed** premium through payroll deduction. For the purpose of transfer **to the short-term** portion of the **disability** program, employees on the payroll **as** of the effective date of the transfer with three (3) months or more of service **shall** be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees **will** be credited with their actual service.

**24.03** Not applicable

**24.04** There **shall** be **no** pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

**24.05** 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.

**24.06** Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.07 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

24.08 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.

24.09 Pay for Medical Certificates

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

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

25.03 Temporary Transfer

Where an Employee is assigned temporarily to perform the duties and **assume** the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate in the higher salary range immediately

above his current rate from the commencement of the shift on which he was assigned the job.

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 within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such 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

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

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



5.06 All employees shall be paid on a bi-weekly basis.

## **ARTICLE 26 RELATIONSHIP**

26.01 There will be no intimidation, discrimination, interference, restriction or coercion exercised or practiced by either of the parties, their representatives, agents or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union. There will be no solicitation by the Union for membership, collection of dues, or other Union activities on the premises of the Hospital, except as specifically permitted by this Agreement, or in Writing by the Hospital.

## **ARTICLE 27 BULLETIN BOARDS**

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

## **ARTICLE 28 GENERAL**

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

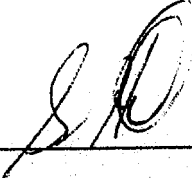
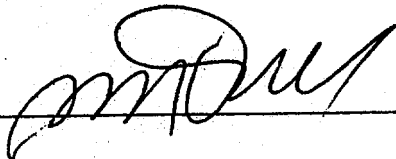
## **ARTICLE 29 DURATION**

29.01 Renewal

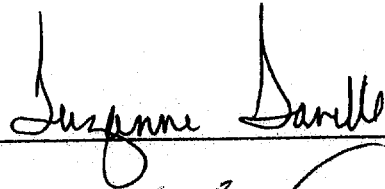
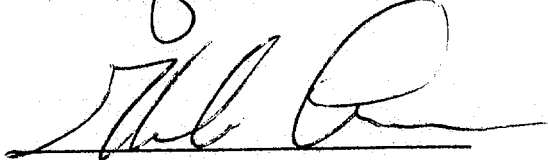
This agreement shall continue in effect until and including October 10, 1995 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing within the period of three (3) calendar months prior to its expiry, that it desires to amend or terminate the Agreement.

The above Collective Agreement signed this 14<sup>th</sup> day of August, 1998  
at Iroquois Falls, Ontario.

**FOR THE HOSPITAL**

  
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**FOR THE UNION**

  
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**SCHEDULE "A"**

**LICO EMPLOYEES WAGE RATE**

<b><u>Classification</u></b>		<b><u>Start</u></b>	<b><u>6 Mos.</u></b>	<b><u>12 Mos.</u></b>	<b><u>18 Mos.</u></b>	<b><u>24 Mos.</u></b>
<b>Maids, Aides</b>	Oct. 11, 1992	13.04	13.11	13.18	13.27	13.36
	<b>Oct. 11, 1993</b>	13.17	13.24	13.31	13.40	13.49
	Oct. 11, 1994	13.30	13.37	13.44	13.53	13.62
Cleaned Laundry	Oct. 11, 1992	13.25	13.32	13.40	13.48	13.60
	Oct. 11, 1993	13.52	13.45	13.53	13.61	13.74
	Oct. 11, 1994	13.66	13.58	13.67	13.75	13.88
<b>Cook</b>	Oct. 11, 1992	14.58	14.68	14.78	14.87	14.96*
	<b>Oct. 11, 1993</b>	14.73	14.83	14.93	15.02	15.11
	Oct. 11, 1994	14.88	14.98	15.08	15.17	15.26
<b>R.P.N.</b>	Oct. 11, 1992	14.51	14.66	14.82	15.02	15.20*
	Oct. 11, 1993	14.66	14.81	14.97	15.17	15.35
	Oct. 11, 1994	14.81	14.96	15.12	<b>15.32</b>	<b>15.50</b>
<b>Orderly/ Ambulance</b>	Oct. 11, 1992	14.69	14.79	14.92	15.08	<b>15.20</b>
	Oct. 11, 1993	14.84	14.94	15.07	15.23	15.35
	Oct. 11, 1994	14.99	15.09	15.22	15.38	15.50
Physio Aide	Oct. 11, 1992	14.60	14.71	14.79	14.88	14.96*
	Oct. 11, 1993	14.75	14.86	14.94	15.03	15.11
	Oct. 11, 1994	14.90	15.01	15.09	15.18	15.26

\* Includes Pay Equity Rates

**SCHEDULE "B"**

**NON-LICO EMPLOYEES WAGE RATE**

<b><u>Classification'</u></b>	<b><u>Start</u></b>	<b><u>6 Mos.</u></b>	<b><u>12 Mos.</u></b>	<b><u>18 Mos.</u></b>	<b><u>24 Mos.</u></b>	
R.P.N	Oct. 11, 1992				15.20	
Maintenance	Oct. 11, 1992	15.47	15.60	15.73	15.88	16.07
Orderly/ Ambulance	Oct. 11, 1992					15.20
Electrician/ Maintenance	Oct. 11, 1992	18.03	18.41			
E.M.C.A.	Oct. 11, 1992	17.46	17.68	17.89	18.11	18.32
Charge E.M.C.A.	Oct. 11, 1992	18.00	18.18	18.36	18.54	18.72

**MEMORANDUM OF UNDERSTANDING**

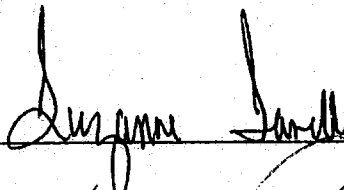
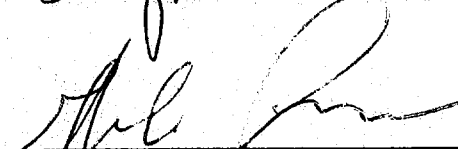
**RE: SHIFTPREMIUM**

**This** Letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for ~~shift~~ premium payments.
2. In the event that a Hospital is continuing to pay a ~~shift~~ premium for the 11:00 a.m. to 7:00 p.m. ~~shift~~, the practice will terminate on May 2, 1989.
3. Hospitals who were paying a ~~shift~~ premium on the 11:00 a.m. to 7:00 p.m. ~~shift~~ under a former provision will not make **any** retroactive deduction from the date of effecting the change to October 11, 1987.

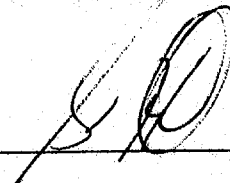
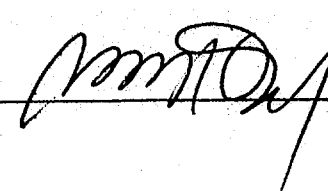
Signed at <sup>North Bay</sup> ~~Iroquois Falls~~ this 14<sup>th</sup> day of August, 1998

**FOR THE UNION**

  
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**FOR THE HOSPITAL**

  
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MEMORANDUM OF UNDERSTANDING

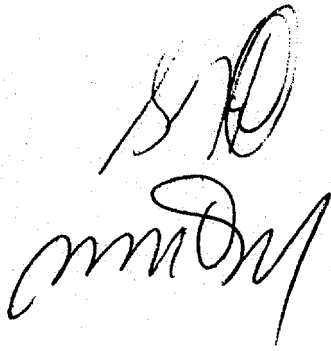
RE: ELECTRICIAN/MAINTENANCE

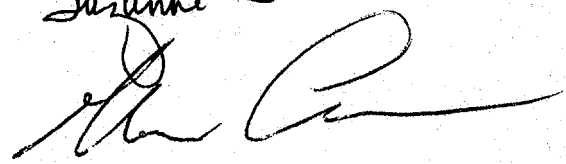
**This** letter is to **confirm** the parties understand that:

The **parties further agree to** be bound by whatever end rate classification adjustments, if any, awarded in an arbitration between North Bay St. Joseph's Hospital and **Local 478** of the Service Employees Union shall be applied to the "**Electrician/Maintenance**" rate in the Collective Agreement.

Signed at <sup>North Bay</sup>~~St. Joseph's Falls~~ this 14<sup>th</sup>

day of August, 1998



Suzanne Sandoz  


**HOSPITAL LETTER**

**(to be provided to the Union)**

**To be issued to Supervisors confirming employees option to request a copy of their performance appraisal at the time such evaluation is made.**

**LETTER OF UNDERSTANDING**

**LABOUR-MANAGEMENT COMMITTEE**

A Labour-Management Committee will be established and will meet as required but not more often than once every **two (2)** months. Other issues such as agenda, notice period etc. to be determined locally as part of letter of understanding,



**MEMORANDUM OF UNDERSTANDING**

**This letter shall be attached to and form part of the collective agreement.**

**Pursuant to the Mitchnick interest arbitration award dated November 18, 1992, the Board will remain *seized* of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 for the term of the Collective Agreement.**

Signed at North Bay this 14<sup>th</sup> day of August 1998

**FOR THE PARTICIPATING LOCAL UNIONS**

Suzanne Lemle  
[Signature]  
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\_\_\_\_\_

**FOR THE PARTICIPATING HOSPITALS**

[Signature]  
[Signature]  
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