

109 Employees

Unit No. 24A

COLLECTIVE AGREEMENT

BETWEEN:

THE BRANT COMMUNITY HEALTHCARE SYSTEM

-AND-

SERVICE EMPLOYEE INTERNATIONAL UNION
LOCAL 204
A.F. OF L., C.I.O, C.L.C.
(OFFICE & CLERICAL EMPLOYEES UNIT)
(FULL-TIME)

OCTOBER 1, 1995 - SEPTEMBER 30, 2001

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COLLECTIVE AGREEMENT

BETWEEN:

THE BRANT COMMUNITY HEALTHCARE SYSTEM
(hereinafter called "the Employer")
OF THE FIRST PART

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F. of L., C.I.O., C.L.C.
(hereinafter called "the Union")
(Office & Clerical Employees Unit)
OF THE SECOND PART

NOW, THEREFORE, THIS AGREEMENT WITNESSETH

ARTICLE 1 - PURPOSE

1.01 The purpose of the agreement is to establish an orderly collective bargaining relationship between the Employer and certain classifications of Employees represented by the Union and to establish and maintain mutually satisfactory working conditions which will ensure the successful operation of The Brant Community Healthcare System as a public service institution intended to provide adequate Hospital and clinical services to the general public.

ARTICLE 2 - RECOGNITION

2.01 The Union is hereby established as the sole collective Bargaining Agent of all Office and Clerical Employees of The Brant Community Healthcare

System, in the County of Brant, save and except the Administrative Assistant, Administrative Secretary, Secretary to the Vice President (Patient Services), Secretary to the Vice President (Human Resources), Human Resources Assistant, Purchasing Officer, Payroll Assistant, Staffing Clerk (Patient Services), Supervisors, persons above the rank of Supervisors, persons regularly employed for not more than twenty-four (24) hours per week, students employed during vacation periods, Employees covered by existing collective agreements and certificates of the Board.

- 2.02 The word "Employee" or "Employees" wherever used in this agreement shall mean persons included in the above-described Bargaining Unit.
- 2.03 "Supervisor" or "Immediate Supervisor" when used in this agreement, shall mean the first supervisory level excluded from the Bargaining Unit.
- 2.04 All reference to officers, representatives and committees members in this agreement shall be deemed to mean officers, representatives and committee members of the local Union.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, **lay-off**, recall, and suspend or otherwise discipline Employees, provided that a claim of discriminatory promotion, transfer or demotion, or a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and high standards of service, the number of personnel required, job rating and classification, the hours of work, work assignment, methods of doing the work, and the working establishment for the service;

- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) discuss with the Union, make, enforce, and alter from time to time rules and regulations to be observed by the Employees which are not inconsistent with the provisions of this Collective Agreement.

3.02 The rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 - RELATIONSHIP

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

4.02 Supervisors excluded from the Bargaining Unit shall not perform duties normally performed by Employees in the Bargaining Unit which shall directly cause or result in lay-off, loss of seniority or service or reduction in benefits to the Employees in the Bargaining Unit.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the Employees represented by the Union, and that if such action should be taken by the Employees, the Union will instruct the said Employees to return to work and perform their usual duties, and to resort to the grievance procedure established herein for the settlement of any complaints or grievances.

Likewise, the Employer agrees that it will not cause or direct a lockout of its Employees.

5.02 Should there be any violation of 5.01 of this article, there shall be no discussion or negotiation of the matter in dispute between the Employer and/or the Union until normal work has been resumed.

ARTICLE 6 - UNION SECURITY

6.01 In the first pay period of each month, the Employer will deduct an amount equivalent to the regular monthly Union Dues from the pay of Employees who are in the Bargaining Unit. The Union from time to time shall notify the Hospital, in writing, to indicate the current amount of such dues and initiation fees. The dues deducted will be forwarded to the Secretary-Treasurer of the local Union on or before the 25th day of each month if possible, but not later than the last day of the month in which they were deducted together with a list of names of the Employees on whose behalf such deductions have been made.

6.02 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.

6.03 It is mutually agreed that a Union representative will be given the opportunity of interviewing each new Employee once upon the completion of his or her probationary period for the purpose of further informing such Employee of the existence of the Union in the Hospital and ascertaining whether the Employee wishes to become a member of the Union. The Employer shall designate the time and place for such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital premises, in a room designated by the Employer, and the Employee shall report to this room for the interview, during the interview period. The Employer may have a representative present at this interview.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer will recognize five (5) stewards from the Bargaining Unit one of who shall be the chief steward.

7.02 Employees shall not be eligible to serve as members of the steward body until they have completed their probationary period.

7.03 The Union shall keep the Employer notified, in writing, of the names of its currently authorized members of the steward body.

7.04 It is understood that stewards of the local Union have their regular work to perform on behalf of the Employer. If it is necessary for a steward to service a grievance during the employee's working hours, the employee shall not leave his or her regular work without first obtaining permission from the employee's supervisor. When resuming his or her regular work, the employee shall again report to her or her supervisor. It is agreed that such permission shall not be unreasonably withheld.

7.05 **NEGOTIATING COMMITTEE**

- (a) The local Union shall elect a Negotiating Committee not to exceed four (4) Employees, and provided no more than one (1) of them is from any one (1) department or Unit. It is understood that a Business Agent of the Union may be present at such negotiations if his or her presence is requested by either party.
- (b) A member of the said negotiating committee shall receive his or her regular rate of pay for all regularly scheduled working hours lost due to attendance at negotiating meetings up to, but not including arbitration.

ARTICLE 8 - UNION MANAGEMENT COMMITTEE

8.01 A Union-Management Committee comprising no more than four (4) members representing management and four (4) members representing the Union will be established and will meet at mutually agreeable times throughout the terms of this agreement. Minutes will be kept at each meeting and copies furnished to both parties. It is further agreed that either party may request a meeting by representing to the other party an agenda at least three (3) days prior to such a meeting being held.

It is agreed that a Union representative of local 204 may upon request of either party act as a member of the above committee if so requested. Such committee will attempt to satisfactorily resolve matters which properly arise during the term of this agreement, except grievances. The Union acknowledges that the members of the committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining the permission from the head of

the department or his or her assistant and on completion of such duties shall report back to that official.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Any employee(s) or the Local Union may present a complaint at any time without recourse to the formal written procedure contained herein, but in the normal course of events grievances shall be registered with the Employer as follows:

A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this collective agreement. The grievance shall be submitted in writing and be signed by the Employee directly involved. An earnest effort will be made on the part of both parties to settle the dispute promptly.

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

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

STEP NO. 1

An employee(s) or the Local Union on his or her behalf or in its own stead may present a grievance in writing to the supervisor as the first level in the grievance procedure. Such grievance must be presented within five (5) days of the date of its occurrence.

The supervisor so named in Step 1 shall render a decision in writing within seven (7) days following the day on which the grievance was submitted. If this decision is unsatisfactory to the employee(s) or the Local Union, Step 2 may be followed within five (5) days.

STEP NO. 2

Grievance in writing shall be referred to the Director or his or her delegate. The Director shall reply in writing to the grievor within five (5) days following

the date on which the grievance was submitted. If this decision is unsatisfactory to the Employee(s) or the Local Union, it may be referred to the President or his or her designate within a further five (5) days.

STEP NO. 3

Failing a satisfactory settlement of the dispute under step 2, the Employee concerned may submit his or her grievance to the President or his or her designated representative at a meeting arranged for this purpose, at a time mutually convenient. It is further understood that an Employee may have the assistance of a steward and a representative of the Union at such meeting if such representation is requested by either party. At the request of either party, the grievor shall be present at this meeting. A written reply to the grievance will be given. If final settlement of the dispute is not reached within five (5) working days following the day upon which step 3 is commenced or within such additional time as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as herein provided.

9.02 Any grievance not submitted within the time limits nor advanced by the grieving party within the time limits provided for in each step of the grievance procedure shall be deemed to have been dropped. Where no answer is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure. The time limits referred to herein may be extended at the request of either party if mutually agreed upon by the parties and reduced to writing.

9.03 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an arbitration board.

9.04 Either the Employer or the Local Union shall have the right to file a grievance regarding interpretation, application or administration of this agreement at step 3 of the grievance procedure.

It is understood that in the case of a grievance filed on behalf of the Employer under this section with respect to a complaint of the Employer as to the conduct of the Union, its officers or committee members or members

that if such complaint is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred directly to arbitration in the same way as set out in section 9.03 herein.

ARTICLE 10 - ARBITRATION

- 10.01 If the Employer or the Local Union requests that a grievance be submitted to arbitration, as provided for under article 9.03, it shall make such request in writing addressed to the other party of this agreement and at the same time appoint its member to the Board of Arbitration, within ten (10) days thereafter the other party shall appoint its member to the Board of Arbitration. Each party shall notify the other of the name of its member to the Board of Arbitration.
- 10.02 No person may be appointed to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 10.03 In the event of default by either party in nominating its member to the Board of Arbitration, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.
- 10.04 The two (2) members so appointed shall, within ten (10) days of the appointment of the latter of them, attempt to settle by agreement the choice of a third person to act as Chair of the Board of Arbitration.
- If they are unable to agree on such a Chair, the Ontario Labour-Management Arbitration Commission will be asked to appoint the third member to act as Chair.
- 10.05 The Board of Arbitration shall not have any power to amend or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.06 Each of the parties hereto will bear the fee and expenses of the member appointed by it and of its own witnesses; and the parties will jointly bear the fee and expenses, if any, of the Chair of the Board of Arbitration.
- 10.07 Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such cases, the parties shall endeavour to agree on the selection of an arbitrator. In the event that they fail to do so. The Ontario

Labour-Management Arbitration Commission will be asked to appoint the arbitrator.

10.08 The time limits fixed in both grievance and arbitration procedures may be extended by written consent of the parties to this Agreement.

10.09 Saturdays, Sundays and paid holidays as set out in Article 21, will not be counted in computing the time within which any action is to be taken or completed under the provisions of Article 8.

ARTICLE 11 - DISCHARGE

11.01 It is recognized and agreed that the discharge of a probationary Employee will not be subject to the grievance procedure.

11.02 In the event of an Employee who has attained seniority being discharged from the employment and the Employee claims that the employee has been unjustly discharged from his or her employment, the case may be treated as a grievance in a written statement of such grievance in lodged with the Employer at Step 2 within seven (7) calendar days after the Employee is notified of his or her discharge or within (7) calendar days after the Employee ceases to work for the Hospital, whichever is earlier.

Such special grievance may be settled by:

- (a) confirming the employer's action in dismissing the Employee;
- (b) reinstating the employee without loss of seniority and with full compensation for time lost or;
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the board of arbitration, as the case may be.

ARTICLE 12 - SENIORITY

12.01 The Employer agrees to recognize seniority as it may apply to promotion, demotion, transfers and to reduction in staff, it being further understood that the Employer shall **also** take into consideration the relative efficiency, merit and ability of the employees concerned in order that an efficient staff of employees may be maintained.

12.02 A new employee will be considered on probation until the employee has completed forty-five days of work within any twelve (12) calendar months. Upon completion of the probationary period the employee shall be credited with seniority equal to forty five working days. Thereafter his or her seniority shall be adjusted in accordance with the accrual of seniority as set out in the Agreement. 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.

It is mutually understood that any specific instance where there may be a doubt of an employee's capabilities, or where personal circumstances exist, such Employee's status shall be reviewed with the Union Office, and an extension of a further sixty (60) working days may be granted on a once only basis. If an Employee is on the extended probation period, his or her dismissal or lay-off during this extended period will not be the subject of a grievance.

12.03 A seniority list shall be established for all Employees covered by this agreement who have completed their probationary period. A copy of the seniority list will be filed with the local Union after the execution of the agreement and a revised list will be supplied semi-annually thereafter in the months of March and September.

12.04 Seniority rights and an employee's employment shall be deemed to have terminated if the employee:

- (a) leaves of his or her own accord;
- (b) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) is laid off for the lesser of the Employee's seniority or twenty-four (24) months;
- (d) ~~is~~ absent from work without permission for two (2) consecutive working days unless a satisfactory explanation is given by the employee to the Employer;
- (e) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted unless the employee provides a reason satisfactory to the Employer;

- (9) has been laid off and fails to notify the Employer of his or her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and/or fails to return to work within ten (10) working days after being notified;
- (g) is absent due to illness or accident for a period which exceeds thirty (30) calendar months.

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

12.05 It shall be the duty of the employee to notify the Employer promptly of any change of address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee.

12.06 An employee shall continue to accumulate seniority during any approved leave of absence not exceeding sixty (60) calendar days. Should the leave of absence exceed sixty (60) calendar days the employee shall retain seniority attained to the date the absence began.

12.07 The Employer agrees to recognize past service part-time employees should they become full-time employees on the following basis:

- (a) They will be credited with one-half of their total past service based upon hours worked with the Employer in cases of reduction in staff or for transfer to better jobs;
- (b) Seniority granted as above will not give the employee service or credits for vacation, sick leave, or credits for time worked as far as salary progression is concerned.

ARTICLE 13 -JOB SECURITY

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

adversely affect the bargaining unit and through to the final phases of the process.

(b) **Staff Planning Committee**

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three 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 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 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.

13.02 Notice of Lay-off

- (a) In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:
 - (i) provide the union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
 - (ii) provide to the affected employees(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

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

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

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

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

13.03 Severance and Retirement Options

(a) Severance Pay

- (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 13.02 (a) (ii) that his or her position will be eliminated, the employee shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three (3) thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to article 13.02 (a) (ii) that his or her position will be eliminated, the employee shall be entitled to a separation allowance

of four **(4)** weeks' salary, and, on production of receipts from an approved educational program, within twelve **(12)** months resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

- (b) Prior to issuing notice of layoff pursuant to Article 13.02(a) (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 13.02(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 his or 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 employee's 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.

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 (2)** week's pay, or one week's 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, the employee shall be deemed to have resigned, and his or her recall rights shall be extinguished.

13.04

Layoff and Recall

(a) In the event of a 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 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 lay off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where straight time hourly rate at the level of service corresponding to that of the laid off employee's straight time is within percent (5%) of the laid off employee's straight time hourly rate provided the employee 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 layoff. Employees failing to do so will be deemed to have accepted layoff.

(c) An employee shall have opportunity to recall from a layoff to an available opening, in order of seniority, provided the employee 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 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 the employee was laid off shall have the privilege of returning to the position the employee 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 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 or her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to 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** notifications 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 or her proper address being on record with the Hospital.
- (h) 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.
- (i) **A** laid off employee shall retain the rights of recall for a period of eighteen (**18**) months from the date of layoff.

13.05

Benefits on Layoff

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

ARTICLE 14 -JOB POSTING

14.01 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.

In the event that two or more Employees from the Bargaining Unit apply for the posted vacancy, the vacancy shall be filled by the applicant with the greatest seniority among the applicants, provided such applicant in the opinion of the Employer has the necessary qualifications to do the job.

The Employer is free to temporarily fill a vacancy during the posting period and up to the time an appointment is made; and no grievance may be filed concerning such temporary arrangements until a selection has been made.

14.02 Employees who are awarded a job as a result of a job posting shall be given a trial period of thirty (30) working days. If during the trial period it is determined that the Employee does not possess the potential for learning the new job, or the need for the job no longer exists the Employee shall revert to his or her former job and rate or a comparable job at the former rate with no loss or interruption of seniority. Successful applicants of the job bidding procedure will not be permitted to reapply for a period of six (6) months. Furthermore, other employees who have been promoted or transferred because of the original job posting shall be returned to their former or comparable jobs without loss or interruption of seniority.

14.03 Where there are employees on lay-off in a specific department where a job vacancy occurs, they shall be entitled to apply. Such notice of **job** vacancy will be sent on the date of the job posting by registered letter to the last recorded address of the employee on lay-off.

14.04 The Employer agrees to provide the Union Chief Steward with copies of all bargaining unit job postings.

ARTICLE 15 - Leave of Absence

- 15.01 (a) Written requests for a leave without pay will be considered on an individual basis by the Vice President, Human Resources or his or her delegate. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) days except in cases of emergency.
- (b) Requests for a short leave of absence without pay e.g. one (1) to three (3) days will be considered on an individual basis by the Department Manager or the Vice President, Human Resources or his or her delegate. Such requests will be made as far in advance as possible. Such requests will not be unreasonably withheld.
- 15.02 (a) If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, the Employee will not accumulate service for purposes of vacation entitlement or wage progression. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which the Employee is participating for the period of the absence.
- (b) If an employee's absence without pay from the Hospital exceeds sixty (60) continuous calendar days, the Employee will not accumulate service for purposes of sick leave benefit for the period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which the Employee is participating for the period of the absence.
- (c) In the case of unpaid approved absences in excess of thirty (30) calendar days, an employee may arrange with the Employer to prepay the full premium of the subsidized employee benefits effective thirty days from the end of the month that the leave of absence commences for a maximum period of three months to ensure coverage.
- (d) It is understood that during such unpaid absence, seniority shall accrue for a period of eighteen months if an employee's absence is due to a disability resulting in LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.
- 15.03 The Employee shall be responsible for full payment of all subsidized Employee benefit in which the Employee is participating for the period of the absence, except that the Hospital will continue to pay its share of premiums for up to twenty-four (24) months while an Employee is in receipt of W.C.B. Benefits.

ARTICLE 16 - Leave of Absence - UNION BUSINESS

16.01 Leave of Absence for Union business shall be given without pay up to an aggregate maximum of twelve (12) working days during any calendar year, provided adequate notice is given to the Employer and such leave does not interfere with the continuance of efficient operations in the Hospital. Such leave shall not be arbitrarily withheld. It is agreed that no more than two (2) Employees, and not more than one (1) Employee from any one (1) department or Unit shall be absent on such a leave at the same time.

16.02 Full-time Union Officers

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to a full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

ARTICLE 17 -JURY AND WITNESS DUTY

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

- (a) notifies the Hospital immediately on the employee's notification that the employee will be required to attend at court;
- (b) presents proof of service requiring the Employee's attendance;

- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt thereof.

17.02 In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital on his or her 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, the employee is required to attend on a regular day off, the employee shall be paid for all the hours actually spent at the hearing at the rate of time and one-half his or her regular straight time hourly rate subject to (a), (b) and (c) above.

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

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

ARTICLE 18 - LEAVE OF ABSENCE -BEREAVEMENT

18.01 BEREAVEMENT

An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to three (3) consecutive days off without **loss** of his or her regular pay for his or her scheduled hours prior to and inclusive of the day of the funeral for a member of his or her immediate family. "Immediate Family" means father, mother, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, grandchild, grandparent, brother-in-law, sister-in-law, step-parent, step-child, guardian, son-in-law, daughter-in-law.

ARTICLE 19 – LEAVE OF ABSENCE - PREGNANCY LEAVE

- 19.01 (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least ~~two~~ (2) weeks in advance of the date of commencement of such leave **and** the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen **(17)** weeks while an employee is on pregnancy leave.
- (9)** The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, 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.

ARTICLE 20 - PARENTAL LEAVE

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

(b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least 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 impending 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) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of 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 received Employment Insurance Benefits.

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

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

ARTICLE 21 - HOURS OF WORK

- 21.01 (a) The following provisions designating regular hours on a daily basis and regular daily hours over the Hospital's work schedule period shall not be construed to be a guarantee of the hours of work done on each day or during each scheduled period.
- (b) The normal work day shall be seven and one-half (7 1/2) hours (exclusive of an unpaid meal period of thirty (30) minutes duration) and the normal work week shall be thirty-seven and one-half hours (37 1/2) hours per week averaged over one hundred and fifty (150) hours in two consecutive pay periods (4 weeks).
- (c) Each employee will be allowed a (7) minute rest period in the cafeteria in each half of a full scheduled shift without reduction in pay and without increasing the regular working hours.
- (d) Where an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will provide a 15 minute rest period.

- 21.02 (a) If an employee is authorized to work in excess of the hours of the normal daily shift or in excess of the normal bi-weekly hours as described in section 21.01 (b), the employee shall receive overtime premium of one and one-half times his or her regular straight time hourly rate. Overtime premium will not be duplicated for the same hours in respect of hours worked in excess of the normal weekly hours (as described in section 21.01 (b)) in a two (2) week period. Overtime premium shall not be pyramided with any other premium payable under this agreement.

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee or changeover to daylight saving time from standard time and vice versa or change of shifts by two (2) employees.

- (b) An employee who has been authorized to work in excess of the normal daily shift or the normal bi-weekly hours as described in section 21.01 (b) may request to receive compensation in the form of time off at time and one-half times instead of pay at time and one-half. Such time off may be accumulated to a maximum of fifteen (15) hours worked. The Hospital in its sole discretion may grant this request or any portion thereof, and if granted, such time off will be scheduled by the Hospital within sixty (60) calendar days of the date the overtime was worked, after taking into consideration the employee's request for such scheduling, but with the Hospital having the final decision.

- 21.03 No employee shall be scheduled to work more than seven (7) consecutive days without time off except in the case of staff in the Imaging Department, where it shall not be in excess of ten (10) days.
- 21.04 Employees shall be paid a shift premium of forty-five (45) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.
- 21.05 Where an employee is called into work on his regular scheduled day off the employee shall be paid at the rate of time and one-half (1 1/2) for all work on the said day.
- 21.06 (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover **all** calls within the minimum four (4) 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 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.
- 21.07 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, the employee will not receive weekend premium under this provision.

ARTICLE 22 - PAID HOLIDAYS

22.01 The following shall be recognized as paid holidays by the Employer:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Third Monday in February	Thanksgiving Day

(Heritage Day if so proclaimed)
Victoria Day
Dominion Day

Remembrance Day
Christmas Day
Boxing Day

A twelfth (12th) paid holiday shall be designated as a float day (1989 year).

22.02 The following regulations govern the granting of holidays:

- (a) Employees who are not required to work on the above holidays shall be given the day off with pay;
- (b) In order to qualify for each holiday, the employee must have worked his or her full scheduled shift immediately preceding and following the holiday. An employee who is absent on a paid holiday after being posted to work, forfeits all pay for that day unless absent due to illness, in which case they are to receive straight time for the paid holiday;
- (c) If a holiday falls during an employee's scheduled vacation period, an additional day off with pay shall be added to his or her vacation or may be scheduled by the employer at a mutually agreeable time.

22.03 Any employee who is required to work on one of the above paid holidays will receive time and one-half (1 1/2) for the days work, and in addition will receive his or her regular rate of pay, or an alternative day off with pay at his or her regular rate provided the alternative day off is taken within thirty (30) **calendar days** before or **thirty** (30) calendar days after the date of the holiday so worked. Such election shall be made by mutual agreement of the employer and employee.

22.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

22.05 For the purposes of clarity, paid holidays shall commence at 11:00 p.m. on the evening preceding the paid holiday, and end at 11:00 p.m. on the evening of the holiday.

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

ARTICLE 23 -VACATIONS

23.01 (a) Employees shall be entitled to vacation with pay based on the length of continuous active service as the employee's anniversary date of each year, as follows:

<u>LENGTH OF CONTINUOUS ACTIVE SERVICE AS OF JUNE 30TH</u>	<u>VACATION ENTITLEMENT</u>
1 year or more but less than 2 years.....	2 weeks
2 years or more but less than 5 years.....	3 weeks
5 years or more but less than 15 years	4 weeks
15 years or more but less than 25 years	5 weeks
25 years or more	6 weeks

(b) Employees who have less than one (1) year's continuous active service with the Employer as of the Employees' anniversary date of each year, shall receive one (1) day's vacation for each full month's service up to ten (10) days' paid vacation.

23.02 (a) Vacation may be taken at any time between July 1st and March 31st in any vacation year. Vacations are not cumulative and cannot be carried over into the next vacation year. Selection of vacation periods will be in accordance with seniority and subject to the Employer's requirement as to the sufficient availability of **staff**.

(b) Employees shall be given preference with respect to their vacation periods in accordance with seniority.

(c) Vacation preferences will be submitted by the employee to his or her supervisor in writing.

(d) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

23.03 Where an employee has accumulated vacation with pay credits of four (4), five (5) or six (6) weeks, the employee may be required to split vacation into two periods either one of which may not exceed three (3) weeks in length, to be taken at different times in order that the operation of the Hospital may not be affected and in order that the desirable vacation time of the year may be more equitably distributed.

23.04 Where an employee's scheduled vacation is interrupted due to serious illness or non-elective operation 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 provisions will not be counted against the employee's vacation credits.

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.

ARTICLE 24 - HEALTH AND WELFARE

24.01 (a) The Employer agrees to contribute for each full-time eligible employee in the active employ of the Hospital one hundred percent (100%) of the billed premium for Hospitals of Ontario Group Life Insurance Plan (HOOGLIP)

(b) The Employer agrees to contribute on behalf of each eligible employee covered by the collective agreement seventy-five percent (75%) of the present billed premium under the Blue Cross Extended Health Care Plan (\$15.00 single) (\$20.00 family) deductible (no co-insurance) subject to the terms and conditions of such plan. All eligible future employees coming into the bargaining unit shall be required to enrol in the plan as a condition of employment. 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 \$500.00 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) 8-hour shifts in any calendar year.

(c) The Employer participates in and the employees are covered by the Hospitals of Ontario Pension Plan ("HOOPP") in accordance with the regulations laid down by the carrier.

(d) The Employer agrees to contribute on behalf of each eligible employee covered by this agreement 100% of the billed premium under the Blue Cross Semi-Private Hospital Insurance Plan, subject to the terms and conditions of such plan.

24.02 The parties agree that any and all divisible surplus or excess credits or refunds, or reimbursements under whatever name that may arise, during the term of the collective agreement and result from a lower premium amount paid by the Employer under the Ontario Health Insurance **Act** or any similar legislation, than the total amount paid by the Employer and the employee at the commencement of the Agreement as premium payments for present Health Services shall accrue to and for the benefit of the Employer, notwithstanding any legislation to the contrary and particularly but without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

24.03 The Employer may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur in less than sixty (60) days' notice to the Union.

24.04 Dental Plan - The Hospital agrees to contribute, on behalf of each eligible employee covered by the Collective Agreement, seventy-five percent (75%) of the billed premium under the Blue Cross #9 Dental Plan or equivalent **at** the current O.D.A. fee schedule.

This coverage **is** subject to the terms and conditions of the Plan.

24.05 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 benefits 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.

ARTICLE 25 - SICK LEAVE

25.01 Sick-leave means the period of the time an employee **is** permitted to be absent from work with compensation due to sickness or accident rendering the employee unable to perform his or her regular duties as an employee and not compensable under The Worker's Compensation Act.

25.02 The Employer participates in and the employees are covered by the Hospitals of Ontario Disability Insurance Plan ("HOODIP") as sponsored by

the Ontario Hospital Association. The Employer agrees to pay seventy-five percent (75%) of the Hospitals of Ontario Disability Insurance Plan ("HOODIP") premium.

- 25.03 The Employer further agrees to pay employees an amount equivalent to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 25.04 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.
- 25.05 The Hospital shall pay the full cost of any medical certificates required of an employee.
- 25.06 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.

ARTICLE 26 -WAGES

26.01 The Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule " A attached hereto and forming part of this collective agreement.

26.02 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's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

ARTICLE 27 - REPORTING PAY

27.01 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.

A claim for minimal allowance will not apply in the following circumstances:

- (a) an employee who has been away from work and who fails to notify his or her Supervisor of his or her ability to return to work prior to the end of the employee's last regular shift on which the employee is absent;
- (b) when an employee fails to keep the Employer advised of a telephone number that can be used for the purpose of leaving a message;
- (c) when the circumstances are beyond the reasonable control of the Employer.

An Employee reporting for work without prior notice above may be sent home, without pay, at the discretion of his or her supervisor.

ARTICLE 28 - PROMOTION TO A HIGHER CLASSIFICATION

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

ARTICLE 29 - TEMPORARY TRANSFERS - RESPONSIBILITY ALLOWANCES

29.01 When an employee is assigned temporarily to perform the duties and assume the responsibility of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, the employee shall be paid the

rate immediately above his or her current rate in the higher classification to which the employee was assigned the job.

29.02 Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of five dollars and twenty-five cents (\$5.25) for each shift from the time of the assignment.

ARTICLE 30 - SUBSTITUTION OF ASSISTANT ADMITTING OFFICER

30.01 If an Admitting Clerk is required to substitute for the Assistant Admitting Officer, an additional forty cents (**40 cents**) per hour will be paid for hours worked, to the Admitting Clerk replacing the Assistant Admitting Officer.

ARTICLE 31 - OPERATING ROOM BOOKING PROCEDURE ALLOWANCE

31.01 Admitting Clerks **will** receive an additional eighteen cents (**18 cents**) per hour for every hour worked in the Operating Room while assigned to the booking procedure.

ARTICLE 32 - WORKERS' COMPENSATION

32.01 Where an employee has reported and commenced work for a shift, if an accident occurs that is compensable by Workers' Compensation, said employee will be paid for the balance **of** the shift.

ARTICLE 33 - BULLETIN BOARDS

33.01 The Employer will provide **a** bulletin board at each site for the convenience of the Union for the posting of Union notices. All such notices must be signed by the representative of the Union designated for the purpose and must be submitted to the Vice President Human Resources or his or her delegate for approval before being posted.

ARTICLE 34 - EDUCATIONAL LEAVE

- 34.01 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 administrator 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.
- 34.02 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.
- 34.03 If required by the Hospital, an Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

ARTICLE 35 - CONTRACTING OUT

- 35.01 The Hospital shall not contract out work usually performed by members of the bargaining unit if, as a result of this contracting out, a layoff of any employee other than Casual Part-time employees follows. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 36 - TECHNOLOGICAL CHANGE

- 36.01 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 that employee's regular job.
- 36.02 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.

- 36.03 Employees with one 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 forth above and the requirements of the applicable legislation.
- 36.04 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without **loss** of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.
- 36.05 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs, and every twelve (12) months thereafter. The eye examination shall be paid for by the Hospital where not covered by OHIP.
- 36.06 Where new/greater skills are required, the employee is to be given a period of training with due consideration to employee's age and education. Employer to assume cost of tuition and travel. No reduction in wage or salary rates during training. Training to occur during hours of work wherever possible and may extend up to three (3) months.

ARTICLE 37 - PERSONAL FILE

- 37.01 An employee will be allowed annually to review his or her personal file maintained in the Human Resources Department, by appointments with the Vice President Human Resources or his or her designate.

ARTICLE 38 - GENERAL

- 38.01 The cost of printing the contract will be shared on an equal basis by the Employer and the Union.

ARTICLE 39 - TEMPORARY FULL-TIME EMPLOYEES

39.01 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.

ARTICLE 40 - DISABLED EMPLOYEES

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

ARTICLE 41 - UNIFORM ALLOWANCE

41.01 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 November of each year. The uniforms worn must be in accordance with the applicable departmental specifications and regulations.

ARTICLE 42 - TRANSPORTATION ALLOWANCE

42.01 When an Employee is required to travel to the Hospital or to return to his or her home as a result of reporting to or off work between the hours of 2400 and 0600 hours (other than reporting to or off work of her regular shift), the Hospital will pay transportation costs either by taxi or by his or her own vehicle at the rate of thirty-five cents (35 cents) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 43 - MEAL ALLOWANCE

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

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

ARTICLE 44 - TERMS OF AGREEMENT

44.01 This Agreement shall continue in effect from the date hereof until September 30, 2001, and shall continue automatically thereafter during annual periods of one year unless either party notifies the other in writing within ninety (90) days proceeding the expiry date that it desires to amend or terminate this Agreement.

44.02 In the event that such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

44.03 If pursuant to such negotiation and Agreement on the renewal or amendment of this Agreement is not reached prior to its current expiry date, this Agreement shall be extended until the consummation of a new Agreement.

DATED March AND EXECUTED AT BRANTFORD, ONTARIO THIS 2 DAY OF March, 2001.

FOR THE UNION:

Alan Turner
N.L. Hawks

FOR THE EMPLOYER:

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

SERVICE EMPLOYEES UNION, LOCAL 204
(Hereinafter **called** the "UNION")
Clerical Unit

AND

THE BRANT COMMUNITY HEALTHCARE SYSTEM
(Hereinafter called the "EMPLOYER")

Re: UNION NOTICE OF CHANGE IN DUES

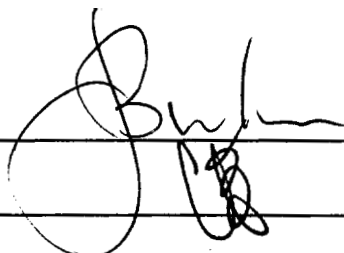
The Union will provide the Hospital one (1) month's prior notice in writing, of any change in the amount of Union Dues to be deducted.

DATED AT BRANTFORD, THIS 2 DAY OF March, 2001.

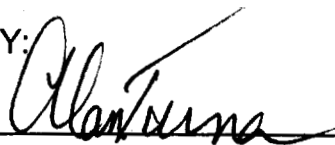
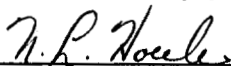
The Brant Community Healthcare System

Service Employees International Union;
Clerical Unit, Local 204

BY:



BY:

WAGE SCHEDULE "A" – SEIU CLERICAL
Effective Date – Apr 1, 1996 – Oct 11, 2000

Classification	Monthly				Hourly				
	Start	1 Year	2 Years	3 Years	Start	1 Year	2 Years	3 Years	
File Clerk	1	1,936.15	1,991.02	2,045.89	2,103.41	11.91477	12.25242	12.59007	12.94405
	2	1,955.51	2,010.93	2,066.35	2,124.44	12.03392	12.37494	12.71597	13.07349
	3	1,965.29	2,020.98	2,076.68	2,135.07	12.09409	12.43682	12.77955	13.13886
	4	1,984.94	2,041.19	2,097.45	2,156.42	12.21503	12.56119	12.90735	13.27025
	5	2,004.79	2,061.61	2,118.42	2,177.98	12.33718	12.68680	13.03642	13.40295
	6	2,024.84	2,082.22	2,139.61	2,199.76	12.46055	12.81367	13.16678	13.53698
	7	2,045.09	2,103.04	2,161.00	2,221.76	12.58516	12.94180	13.29845	13.67235
	8	2,085.99	2,145.11	2,204.22	2,266.19	12.83686	13.20064	13.56442	13.94580
Clerk Typist, Receptionist, Service Clerk	1	2,232.21	2,295.36	2,360.18	2,426.65	13.73667	14.12532	14.52418	14.93324
	2	2,254.53	2,318.31	2,383.78	2,450.92	13.87404	14.26657	14.66942	15.08257
	3	2,265.80	2,329.91	2,395.70	2,463.17	13.94341	14.33791	14.74277	15.15799
	4	2,288.46	2,353.20	2,419.66	2,487.80	14.08284	14.48129	14.89020	15.30957
	5	2,311.35	2,376.74	2,443.85	2,512.68	14.22367	14.62610	15.03910	15.46266
	6	2,334.46	2,400.50	2,468.29	2,537.81	14.36591	14.77236	15.18949	15.61729
	7	2,357.81	2,424.51	2,492.98	2,563.19	14.50957	14.92008	15.34138	15.77346
	8	2,404.96	2,473.00	2,542.84	2,614.45	14.79976	15.21848	15.64821	16.08893
Cafeteria Cashier	1	2,208.34	2,271.16	2,336.14	2,403.11	13.58977	13.97639	14.37627	14.78839
	2	2,230.42	2,293.87	2,359.50	2,427.14	13.72567	14.11615	14.52003	14.93627
	3	2,241.58	2,305.34	2,371.30	2,439.28	13.79430	14.18673	14.59263	15.01096
	4	2,263.99	2,328.39	2,395.01	2,463.67	13.93224	14.32860	14.73856	15.16106
	5	2,286.63	2,351.68	2,418.96	2,488.31	14.07156	14.47189	14.88594	15.31268
	6	2,309.50	2,375.20	2,443.15	2,513.19	14.21228	14.61661	15.03480	15.46580
	7	2,332.59	2,398.95	2,467.58	2,538.32	14.35440	14.76277	15.18515	15.62046
	8	2,379.24	2,446.93	2,516.93	2,589.09	14.64149	15.05803	15.48886	15.93287
Medical Dicta Typist	1	2,230.22	2,303.82	2,379.74	2,457.82	13.72443	14.17735	14.64456	15.12502
	2	2,252.52	2,326.86	2,403.54	2,482.40	13.86167	14.31912	14.79101	15.27627
	3	2,263.78	2,338.49	2,415.56	2,494.81	13.93098	14.39072	14.86496	15.35265
	4	2,286.42	2,361.88	2,439.71	2,519.76	14.07029	14.53463	15.01361	15.50618
	5	2,309.29	2,385.50	2,464.11	2,544.96	14.21100	14.67997	15.16375	15.66124
	6	2,332.38	2,409.35	2,488.75	2,570.41	14.35311	14.82677	15.31538	15.81785
	7	2,355.70	2,433.44	2,513.64	2,596.11	14.49664	14.97504	15.46854	15.97603
	8	2,402.82	2,482.11	2,563.91	2,648.03	14.78657	15.27454	15.77791	16.29555

Classification		Monthly			Hourly				
		Start	1 Year	2 Years	3 Years	Start	1 Year	2 Years	3 Years
Diet Technician (Certified)	1	2,253.76	2,328.35	2,406.26	2,483.84	13.86928	14.32832	14.80777	15.28518
	2	2,276.30	2,351.63	2,430.32	2,508.68	14.00797	14.47160	14.95585	15.43803
	3	2,287.68	2,363.39	2,442.47	2,521.22	14.07801	14.54396	15.03063	15.51522
	4	2,310.56	2,387.03	2,466.90	2,546.43	14.21879	14.68940	15.18093	15.67037
	5	2,333.66	2,410.90	2,491.57	2,571.90	14.36098	14.83629	15.33274	15.82708
	6	2,357.00	2,435.00	2,516.48	2,597.62	14.50459	14.98466	15.48607	15.98535
	7	2,380.57	2,459.35	2,541.65	2,623.59	14.64964	15.13450	15.64093	16.14520
	8	2,428.18	2,508.54	2,592.48	2,676.07	14.94263	15.43719	15.95375	16.46811
Diet Technician (Non-Certified)	1	2,255.91	2,322.22	2,388.36	2,295.32	13.88254	14.29058	14.69760	15.12502
	2	2,278.47	2,345.44	2,412.24	2,318.27	14.02137	14.43349	14.84458	15.27627
	3	2,289.86	2,357.17	2,424.30	2,329.86	14.09147	14.50565	14.91880	15.35265
	4	2,312.76	2,380.74	2,448.55	2,353.16	14.23239	14.65071	15.06799	15.50618
	5	2,335.89	2,404.55	2,473.03	2,376.69	14.37471	14.79722	15.21867	15.66124
	6	2,359.25	2,428.59	2,497.76	2,400.46	14.51846	14.94519	15.37085	15.81785
	7	2,382.84	2,452.88	2,522.74	2,424.47	14.66364	15.09464	15.52456	15.97603
	8	2,430.50	2,501.94	2,573.20	2,472.96	14.95692	15.39653	15.83505	16.29555
Unit Clerk	1	2,263.04	2,325.87	2,390.85	2,457.82	13.92641	14.31302	14.71290	15.12502
	2	2,285.67	2,349.13	2,414.76	2,482.40	14.06567	14.45615	14.86003	15.27627
	3	2,297.10	2,360.87	2,426.83	2,494.81	14.13600	14.52843	14.93433	15.35265
	4	2,320.07	2,384.48	2,451.10	2,519.76	14.27736	14.67372	15.08367	15.50618
	5	2,343.27	2,408.33	2,475.61	2,544.96	14.42014	14.82045	15.23451	15.66124
	6	2,366.70	2,432.41	2,500.37	2,570.41	14.56434	14.96866	15.38685	15.81785
	7	2,390.37	2,456.74	2,525.37	2,596.11	14.70998	15.11834	15.54072	15.97603
	8	2,438.18	2,505.87	2,575.88	2,648.03	15.00418	15.42071	15.85154	16.29555
Secretary	1	2,275.47	2,350.40	2,428.14	2,505.72	14.00291	14.46400	14.94240	15.41983
	2	2,298.22	2,373.90	2,452.42	2,530.78	14.14294	14.60864	15.09182	15.57403
	3	2,309.72	2,385.77	2,464.68	2,543.43	14.21365	14.68168	15.16728	15.65190
	4	2,332.81	2,409.63	2,489.33	2,568.87	14.35579	14.82850	15.31896	15.80842
	5	2,356.14	2,433.73	2,514.22	2,594.55	14.49935	14.97679	15.47215	15.96650
	6	2,379.70	2,458.06	2,539.37	2,620.50	14.64434	15.12655	15.62687	16.12617
	7	2,403.50	2,482.65	2,564.76	2,646.70	14.79079	15.27782	15.78314	16.28743
	8	2,451.57	2,532.30	2,616.05	2,699.64	15.08660	15.58337	16.09880	16.61318

Classification	Monthly				Hourly				
	start	1 Year	2 Years	3 Years	Start	1 Year	2 Years	3 Years	
	1	2,306.14	2,358.36	2,411.07	2,466.10	14.19163	14.51296	14.73635	15.17603
	2	2,329.20	2,381.94	2,435.18	2,490.76	14.33355	14.65809	14.88371	15.32779
	3	2,340.85	2,393.85	2,447.36	2,503.21	14.40521	14.73138	14.95813	15.40443
	4	2,364.26	2,417.79	2,471.83	2,528.25	14.54927	14.87869	15.10771	15.55847
	5	2,387.90	2,441.97	2,496.55	2,553.53	14.69476	15.02748	15.25879	15.71406
	6	2,411.78	2,466.39	2,521.51	2,579.06	14.84171	15.17776	15.41138	15.87120
	7	2,435.90	2,491.05	2,546.73	2,604.86	14.99012	15.32953	15.56549	16.02991
	8	2,484.61	2,540.87	2,597.66	2,656.95	15.28993	15.63612	15.87680	16.35051
Print Room Operator	1	2,297.85	2,350.07	2,402.78	2,457.82	14.14063	14.46196	14.78635	15.12502
	2	2,320.83	2,373.57	2,426.81	2,482.40	14.28204	14.60658	14.93421	15.27627
	3	2,332.43	2,385.44	2,438.94	2,494.81	14.35345	14.67961	15.00888	15.35265
	4	2,355.76	2,409.29	2,463.33	2,519.76	14.49698	14.82641	15.15897	15.50618
	5	2,379.31	2,433.39	2,487.96	2,544.96	14.64195	14.97467	15.31056	15.66124
	6	2,403.11	2,457.72	2,512.84	2,570.41	14.78837	15.12442	15.46367	15.81785
	7	2,427.14	2,482.30	2,537.97	2,596.11	14.93625	15.27566	15.61831	15.97603
	8	2,475.68	2,531.94	2,588.73	2,648.03	15.23498	15.58118	15.93067	16.29555
Charge Dicta Typist	1	2,343.97	2,417.57	2,493.49	2,571.57	14.42442	14.87734	15.34455	15.82502
	2	2,367.41	2,441.75	2,518.42	2,597.29	14.56866	15.02611	15.49800	15.98327
	3	2,379.25	2,453.95	2,531.02	2,610.27	14.64151	15.10124	15.57549	16.06319
	4	2,403.04	2,478.49	2,556.33	2,636.37	14.78792	15.25226	15.73124	16.22382
	5	2,427.07	2,503.28	2,581.89	2,662.74	14.93580	15.40478	15.88855	16.38606
	6	2,451.34	2,528.31	2,607.71	2,689.37	15.08516	15.55883	16.04744	16.54992
	7	2,475.85	2,553.59	2,633.79	2,716.26	15.23601	15.71442	16.20791	16.71542
	8	2,525.37	2,604.67	2,686.46	2,770.58	15.54073	16.02870	16.53207	17.04972
Inventory Control Clerk	1	2,379.08	2,431.29	2,484.01	2,539.04	14.64048	14.96181	15.28620	15.62487
	2	2,402.87	2,455.60	2,508.85	2,564.43	14.78688	15.11143	15.43906	15.78112
	3	2,414.89	2,467.88	2,521.39	2,577.25	14.86082	15.18699	15.51626	15.86002
	4	2,439.03	2,492.56	2,546.61	2,603.03	15.00943	15.33886	15.67142	16.01862
	5	2,463.42	2,517.49	2,572.07	2,629.06	15.15952	15.49224	15.82813	16.17881
	6	2,488.06	2,542.66	2,597.80	2,655.35	15.31112	15.64717	15.98642	16.34060
	7	2,512.94	2,568.09	2,623.77	2,681.90	15.46423	15.80364	16.14628	16.50400
	8	2,563.20	2,619.45	2,676.25	2,735.54	15.77351	16.11971	16.46921	16.83408

Classification	Monthly				Hourly				
	start	1 Year	2 Years	3 Years	Start	1 Year	2 Years	3 Years	
Medical Records Technician	1	2,667.01	2,741.77	2,819.52	2,897.10	16.41239	16.87245	17.35088	17.82829
	2	2,693.68	2,769.19	2,847.72	2,926.07	16.57651	17.04117	17.52439	18.00657
	3	2,707.15	2,783.03	2,861.95	2,940.70	16.65940	17.12638	17.61201	18.09661
	4	2,734.22	2,810.86	2,890.57	2,970.11	16.82599	17.29764	17.78813	18.27757
	5	2,761.56	2,838.97	2,919.48	2,999.81	16.99425	17.47062	17.96601	18.46035
	6	2,789.18	2,867.36	2,948.67	3,029.81	17.16419	17.64533	18.14567	18.64495
	7	2,817.07	2,896.04	2,978.16	3,060.11	17.33583	17.82178	18.32713	18.83140
	8	2,873.41	2,953.96	3,037.72	3,121.31	17.68255	18.17822	18.69367	19.20803

1. Rates effective
April 1, 1996
2. 1% effective
April 1, 1997
3. .5% effective
October 11, 1997
4. 1% effective
April 1, 1998
5. 1% effective
October 11, 1998
6. 1% effective
April 1, 1999
7. 1% effective
October 11, 1999
8. 2% effective October 11, 2000