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Unit No. 58

COLLECTIVE AGREEMENT

BETWEEN

HEADWATERS HEALTH CARE CORPORATION

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L., C.I.O., C.L.C.

FULL-TIME AND PART-TIME
SERVICE UNIT

EFFECTIVE: OCTOBER 11, 2001

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COLLECTIVE AGREEMENT

BETWEEN:

HEADWATERS HEALTH CARE CORPORATION
(hereinafter called the "Employer" and/or "Corporation")
OF THE FIRST PART

AND:

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

WHEREAS the Ontario Labour Relations Board did on the seventh day of July, 1965, certify the Union as the Bargaining Agent for certain employees of the Employer at Orangeville, Ontario;

AND WHEREAS the Ontario Labour Relations Board did on the twenty-fifth day of May, 1977, certify the Union as the Bargaining Agent for certain employees of the Employer at Orangeville, Ontario;

AND WHEREAS the Ontario Labour Relations Board did on the twenty-eighth day of August, 1989, certify the Union as the Bargaining Agent for certain employees of the Employer at Shelburne, Ontario;

AND WHEREAS the parties hereto have agreed to enter into a collective bargaining agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

See local provision appendix L2

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ARTICLE 3 - MANAGEMENT RIGHTS

See local provision appendix L3

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, employees and the Corporation, or Corporation 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 Corporation will outline to employees selected to fill such temporary vacancies and the Union, the circumstance giving rise to the vacancy and the special conditions relating to such employment.

4.02 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context so requires, and vice versa.

4.03 A full-time employee, is an employee who is regularly scheduled to work the normal hours of work under Article 16.

A part-time employee is an employee who is regularly scheduled to work up to 24 hours per week and employees who are called in on an as needed basis.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

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

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

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

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

5.02 Interview Period

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee who is not a member of the bargaining unit after completion of two (2) months service for the purpose of informing such employee of the existence the Union in the Corporation, and to ascertain whether or not the employee wishes to become a member of the Union. The Employer may designate a representative to be present at any such interview, the duration of which shall not exceed fifteen (15) minutes.

The Corporation shall advise the Union monthly as to the names of the persons to be interviewed. The Employer shall designate the time and place of such interview.

The interview shall take place on the Employer's premises in a room designated by the Employer, and the employee shall report to this room for an interview during the interview period unless sick or on a day off, in which case other arrangements will be made by the Union.

5.03 Employee Lists

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

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees there shall be no strikes and the Corporation agrees there shall be no lockouts, so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Corporation will recognize a Grievance Committee composed of a Chief Steward and not more than four (4) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Corporation notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Corporation up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Corporation agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward, at each site, may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Corporation notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Corporation and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Corporation in which he/she is not originally employed, he/she shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his/her regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his/her regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent are to be determined locally.

7.03 Central Bargaining Committee

In future central bargaining between the Service Employees International Union and the participating Corporations, 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 Corporations' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

7.04 Local Negotiating Committee

- (a) The Corporation agrees to recognize a Negotiating Committee comprising of four (4) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period. The Negotiating Committee will be reflective of both Corporation sites.
- (b) Where the Corporation participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Corporation does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The corporation agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Corporation up to, but not including, arbitration.

(e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Corporation.

7.05 Labour-Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

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

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION .

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

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

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

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

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

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

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

Step 1

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

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the ("Manager of Human Resources").

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

The decision of the Corporation 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 Corporation and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

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

Where the grievance is a Corporation 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 Corporation 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 Corporation'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.

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

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

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

- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed, by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act including the power to impose a settlement and to limit evidence and submissions.

8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits a set out in this Article.

8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until 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) days (337.5 hours) worked. With the written consent of the Corporation, the probationary employee, and the President of the Local Union, or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

- (a) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.
- (b) Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.
- (c) Seniority will operate on a bargaining-unit wide basis.
- (d) Seniority for full-time employees shall be considered as separate and apart from seniority of part-time employees and vice versa.

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

9.03 Transfer of Service and Seniority

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

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 Corporation of such absence and providing a reason satisfactory to the Corporation;

- (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) employees fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

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

9.05 Effect of Absence (Full-time Employees)

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

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

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off will 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.S.I.B. benefits or LTD benefits, or for period of one (1) year if an employee's unpaid absence is due to an illness.

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

PART-TIME

Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if-absent due to a disability resulting in W.S.I.B. benefits on the basis of what the employee's normal hours of work would have been. Effective October 11, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

ARTICLE 10 - JOB SECURITY

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

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Corporation 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 Corporation may propose taking;
- (ii) Identifying and seeking ways to address the retraining needs of employees;
- (iii) Identifying vacant positions within the Corporation for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant with a twelve (12) month period.

Composition and Meetings

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

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Corporation at his or her regular or premium rate as may be applicable. The Corporation 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 Corporation 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 Corporation 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 Corporation and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

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

10.02 Notice of Lay-off

(a) In the event of a proposed lay-off at the Corporation of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Corporation shall:

(i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected employee(s), if any, no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

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

(i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;

(ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

(iii) the job to which the employee is reassigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;

(iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and

- (v) where more than one employee is to be assigned 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 cause or would cause a layoff or bumping.

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

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

10.03 Severance and Retirement Options

(a) Severance Pay

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

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 10.02(a)(ii) in any classification(s), the Corporation will offer early retirement to a sufficient number of employees eligible for early retirement under HOOPP

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

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Corporations of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis on two (2) week's pay for each year of service with the Corporation 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 Corporation may offer any employee a retirement option as provided above, in order to avoid potential lay-offs 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 week's pay, or one weeks 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 Corporations.

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

In filling vacancies not filled by bargaining unit members the Corporations 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 Corporations shall be free to grant to any employees hired through this process full credit for service earned with another Corporation.

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

10.05 Lay-off and Recall

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 7% of the laid off employee'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 Corporation representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of the layoff. Employees failing to do so will be deemed to have accepted lay-off.
- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Corporation shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (g) It is the sole responsibility of the employee who has been laid off to notify the Corporation of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holiday) after being notified to do so by registered mail, addressed to the last address on record with the Corporation (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 Corporation.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

In the event of a lay-off of a full-time employee, the Corporation 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 Corporation, such vacancy shall be posted by the Corporation for a period of seven (7) days excluding Saturday,

Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

11.02 The postings referred to in Article 11.01 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 either Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board 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 11.01, employees in other SEIU service bargaining units at the Corporation will be considered for such positions prior to considering persons not employed by the Corporation. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01, and selection shall be made in accordance with Article 11.03 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 Corporation. 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 Corporation. In considering such part-time employees the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

11.06 The Corporation 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 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

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

12.02 Notwithstanding the foregoing the Corporation may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Corporation provides in its commercial arrangement contracting out 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 Corporation; and
- (2) in doing so to stand, with respect to that work, in the place of the Corporation for the purposes of the Corporation'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 Corporation 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 Corporation 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 Corporation 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 Corporation will attempt to contact part-time staff who would normally perform the duties in question.

13.03 Volunteers

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

Where the Corporation plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ratio of RN's to RPN's

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

In addition to the above process and apart from it where a change in the ratio is planned by the Corporation and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Corporation and the reasons for it. After full and complete disclosure to the Union, the Corporation and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio.

The planned change in the ratio cannot be implemented by the Corporation for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Corporation.

13.05 RPN Utilization

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

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

14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of 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 VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rates of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion

shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the Corporation as soon as possible following a bereavement will be granted up to three (3) consecutive working days off, without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. The Corporation, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Corporation may, nevertheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

15.02 Education Leave

- (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 Corporation may be granted upon written application by the employee to the administration of the Corporation. 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 Corporation to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Corporation, the employee shall not lose regular pay because of such attendance provided that the employee:
- (i) notifies the Corporation 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 Corporation the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) Full-time Employees

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 with the Corporation, on his regularly scheduled day off, the Corporation 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 Corporation is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1 1/2) 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 Corporation 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 Corporation is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a)(b) and (c) above.

Part-time Employees

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 with the Corporation, 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.

- (c) Where the employee's attendance is required during a different shift than she is scheduled to work that day, the Corporation 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 Corporation 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 (ii) above.

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Corporation 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 corporation 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 waiting period, and receipt by the Corporation of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Corporation 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.
- (f) The Corporation 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 weeks while the employee is on pregnancy leave.

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

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

15.05 Parental Leave

- (a) Parental 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 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 Corporation 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 Corporation at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance cheque stub as proof that she is in

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Corporation will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

PART-TIME

The Corporation will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

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

- (h) Subject to any changes to the employee's status which would have occurred had he 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 Office

Upon application by the Union, in writing, the Corporation will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Full-time leave above is subject to Article 9 - Section 9.05.

15.07 Union Leave

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

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

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Corporation at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Corporation.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Corporation.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Corporation and the employee.
- (h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Corporations of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Corporation. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Corporation plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Corporation will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Corporation is unable to find a suitable replacement, it may postpone the leave. The Corporation will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Corporation in order to authorize the Corporation to make the appropriate deductions from the employee's pay. Such agreement will include
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Corporation to enter the prepaid leave program will be appended to and form part of the written agreement.

15.09 Personal Leave

An employee may request a leave of absence for up to one (1) year for personal reasons without pay, provided the employee gives

at least six (6) weeks prior notice. Request for such leave of absence must be made in writing to the Department Head and, if granted, must be granted in writing. The granting of such leave shall be at the sole discretion of the Employer.

ARTICLE 16 - HOURS OF WORK

16.01(a) The Corporation does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

(b) The normal daily hours of work for full-time employees shall be seven and one-half (7 1/2) hours exclusive of a one-half (1/2) hour unpaid meal period.

The normal week for full-time employees shall be thirty-seven and one-half (37 1/2) hours averaged over a two week pay period.

The normal daily hours of work for part-time employees shall be up to seven and one-half (7 1/2) hours exclusive of a one-half (1/2) hour unpaid meal period.

(c) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article 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 change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

16.02(a) Employees shall be entitled to a rest period of fifteen (15) minutes in both the first and second half of a seven and one-half (7 1/2) hour shift (eight (8) hour shift for ambulance attendants). Other employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.

(b) When an employee performs authorized overtime work of at least three (3) hours duration, the Corporation will schedule a rest period of fifteen (15) minutes duration.

(c) The fifteen (15) minute rest period shall be calculated from the time the employees leave their station of work, until they return to their station of work.

16.03 Time Off Between Shifts

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

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

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) Authorized work performed in excess of seventy-five (75) hours in a bi-weekly period will be counted as overtime work and will be paid for at the rate of time and one-half (1 1/2) an employee's regular rate of pay. The hourly rate of pay for the purpose of this clause shall be arrived at by dividing the bi-weekly pay by seventy-five (75). Authorized overtime work in excess of seven and one-half (7 1/2) hours in a tour of duty shall be paid at time and one-half the employee's basic straight time hourly rate.
- (b) It is understood and acknowledged that the Corporation has the right to require employees to perform authorized overtime work.
- (c) Call back shall not be considered as hours worked for the purposes of this Article.
- (d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Corporation. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

This does not apply to part-time employees working less than four (4) hours per shift; or part-time employees who have agreed to work on a shift when they have been informed that four (4) hours of work may not be available on that shift.

17.04 Standby

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

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

Effective October 11, 2002 this amount shall be increased to \$2.50 per hour.

17.05 Call Back

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

Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one (1) 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 two and one-half (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 (1 1/2) 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 cents) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

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

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 (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Overtime.- Lieu Time (Full-time Employees)

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1 1/2) then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Corporation and the employee, or payment in accordance with the former option shall be made.

It is understood and agreed that the employee shall work overtime when requested by the Employer. Employees will not be requested to take time off in lieu of overtime worked.

17.09 Paid Time to Working Time

Employees who are absent on approved paid time off, during their scheduled work week, shall for the purpose of computing overtime pay, be considered as if they had worked their regular hours during such absence. No pyramiding shall result from the application of this provision.

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

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

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 Corporation may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

The weekend premium shall increase to fifty-five cents (\$0.55) effective November 16, 2001, sixty cents (\$0.60) effective October 11, 2002, and sixty-five cents (\$0.65) effective October 11, 2003.

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 Corporation 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)

See the Local Provisions Appendix L18

18.03 Transportation Allowance

When an employee is required to travel to work or return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Corporation will pay transportation costs either by taxi or by 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 Corporation may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Corporation satisfactory proof of payment of such taxi fare.

18.04 Meal Allowance While on Ambulance Run

There shall be a meal allowance of \$5.00 while in attendance on an ambulance run, if 1/2 hour between 1130 and 1330 hours (lunch) or 1700 and 1900 hours (dinner) can not be taken at the ambulance base or the Corporation. This clause pertains to Ambulance Attendants only.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

See the Local Provision Appendix L 19

19.02 Protective Clothing

The Corporation 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 Corporation 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 Corporation is presently providing.

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

ARTICLE 20 - PAID HOLIDAYS (Full-Time Employees)

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

Part-time

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

20.02 In general, employees will alternate with each other in being absent from work on holidays - for instance, an employee having Christmas Day off may not be allowed off on New Year's Day.

20.03 Employee's preferences shall be considered before posting of schedules for any paid holidays, provided there is no delay in stating the preference.

20.04 To qualify for paid holidays with pay as above, an employee must work his or her full regularly required shift immediately preceding and his or her full regularly required shift immediately succeeding the holiday. In the event an employee is prevented from working the said shift immediately preceding and succeeding such holiday by reason of legitimate illness, lasting more than five (5) full working days, such employee shall qualify for the paid holiday with pay. (It being further understood and agreed that no employee shall receive holiday pay by this means for more than one (1) paid holiday during any one (1) illness except for holidays over Christmas and New Year's in which case no employee shall receive pay for more than three (3) holidays).

20.05 If any of the above-named holidays occur on an employee's regular day off, or during his or her vacation period, the employee shall receive an additional day off or payment for holiday in lieu thereof, but the additional days shall not be added to the period of vacation of the employee unless with the consent of the Head of the Department.

20.06 An employee who works on a holiday, as designated in Article 20.01, and who meets the provisions of Article 20.04, will be paid at time and one-half (1 1/2) his regular straight time rate of pay.

In addition, the full-time employee may elect one (1) of the following:

- (a) Pay for the Holiday, or;
- (b) A lieu day off with pay.

The employee must advise his Department Head two (2) weeks in advance of the posting date of the schedule prior to the Holiday, as to his election. If the employee elects for (b) above, he will be scheduled for the day off by mutual agreement between himself

and his Department Head. In any event, the lieu day will be scheduled off within sixty (60) days of the day on which the Holiday was observed and if it is not within the said time period, the employee will be paid for the lieu day. Employees will not be permitted to accumulate more than two lieu days per calendar year. The Corporation reserves the right of approval for the scheduling of these days. This approval shall not be unreasonably withheld. Lieu days other than these two bank days will be scheduled within thirty (30) days before or after the day on which the holiday is observed and if it is not scheduled within the same time period, the employee will be paid for the lieu day.

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

20.08 For the purpose of clarity, the regular holiday pay as defined in this Article will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at his regular rate of pay.

20.09 The day classified as a paid holiday is that in which the majority of hours worked fall within the commencement at midnight of the day before the actual paid holiday until midnight of the actual paid holiday.

See the Local Provisions Appendix L20 for the designations of Holidays

20.10 Part-time Employees

If a part-time employee is required to work on any of the paid holidays listed in Article 20.01, the employee shall be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.

ARTICLE 21 - VACATIONS (Full-time Employees)

21.01 Vacation with pay will be granted in accordance with the following: vacation periods, calculation of pay, continuous service and pay distributions will be based on the vacation fiscal year. This fiscal year will be from July 1 to June 30.

An employee who has completed less than one (1) year of continuous service as of June 30th shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be four percent (4%) of total earnings.

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

An employee who has completed two (2) years but less than five (5) years of continuous service as of June 30 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 June 30 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 June 30th 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 June 30th shall be entitled to six (6) weeks' annual vacation with pay. Effective October 11, 2002, an employee who has completed twenty-three (23) or more years of continuous service as of June 30th shall be entitled to six (6) weeks annual vacation with pay.

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

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

An employee who has completed thirty (30) years of continuous service as of June 30th shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service as of June 30th shall be entitled to an additional five (5) days vacation with pay.

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

Part-Time Employees

Vacation with pay will be granted in accordance with the following:

A part-time employee who has completed less than 3,450 hours of continuous service as of June 30 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 June 30 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 June 30 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 June 30 shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of June 30 shall receive 12% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of June 30 shall receive 12% of gross earnings. Effective October 11, 2002, a part-time employee who has completed 39,675 hours of continuous service or more as of June 30th shall receive 12% of gross earnings.

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

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

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

A part-time employee who has completed 51,750 hours of continuous service as of June 30th shall receive an additional 2% of gross earnings in the year it is achieved.

A part-time employee who has completed 60,375 hours of continuous service as of June 30th shall receive an additional 2% of gross earnings in the year it is achieved.

21.02 Approved Leave of Absence During Vacation

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

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

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

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

ARTICLE 22 - HEALTH AND INSURED BENEFITS
(Full-Time Employees)

22.01 Insured Benefits

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

- (a) The Corporation agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Corporation under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Corporation agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Corporation 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 premium 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 \$500.00 per individual).

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

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

- (c) The Corporation agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Corporation under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Corporation agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Corporation under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective December 1, 2001, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.
- (e) Benefits on Early Retirement

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

22.02 Change of Carrier

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

It is understood that the Corporation may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. Before making such a substitution, the Corporation shall notify the Union

to explain the proposed change and to ascertain the views of the employees, Upon a request by the Union, the Corporation shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

22.03 Pension

All present employees enrolled in the Corporations of Ontario 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.

22.04 The Corporation 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

(Note: Group Life Insurance should also be covered)

22.05 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 Corporation, 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.

At the Orangeville site, the Corporation agrees to issue the yearly percentage in lieu payments in conjunction with the vacation pay cheque.

ARTICLE 23 - INJURY AND DISABILITY

23.01 In the case of an accident which will be compensated by the 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 Corporation may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE (Full-Time Employees)

24.01 Sick Leave and Long Term Disability

- .01 The Corporation will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Corporations of Ontario Disability Plan (HOODIP) brochure.
- .02 The Corporation will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.
- .03 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.
- .04 The Corporation 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.
- .05 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .06 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 Corporation towards offsetting the cost of the benefit improvements contained in this Agreement.

- .07 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.
- .08 The Corporation shall pay the full cost of any medical certificate required of an employee.

24.02 Workers' Compensation Benefits and Sick Leave
Full-time

- .01 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Corporation for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Corporation and a written undertaking satisfactory to the Corporation that any payments will be refunded to the Corporation following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- .02 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he is legitimately ill, and will be granted on the following basis: Sick leave will be allowed for sickness for permanent, full-time employees after three (3) months of service.
- .03 In order to qualify for sick leave, an employee must notify his or her Manager, or designate, as soon as possible, and at least one (1) hour prior to the beginning of the employees shift. The Employer reserves the right to require proof of illness by medical certificate or such other form of proof as the Employer may require before payment of sick leave is granted.

- .04 Time off for sickness is deemed to be leave of absence and, if not properly notified, under 24.11 above, is absence without leave under 9.04.
- .05 On the day before a leave of absence due to sickness in excess of three (3) days expires, the employee must either apply for further leave of absence, or inform the Department Head that he will return to work on an agreed date. If an employee returns to work after such a sick leave without giving twenty-four (24) hours notice of his ability to return to work, his commencing shift may be delayed twenty-four hours.
- .06 Employees returning to work from an illness or absence (other than scheduled days off) of three shifts or less must notify their Department Head at least one hour in advance of the commencement of their shift. Failure to comply with this reporting provision could mean that their shift may have to be cancelled or rescheduled and the employee so affected would not be entitled to the minimum guarantee provision.
- .07 If the employee does not apply for leave of absence, or for an extension of leave of absence for sickness, and fails to return to work on the agreed date, he will be deemed to have resigned under 9.04.

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

Part-Time Only

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

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

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Corporation with recent and related experience, may claim at the time of hiring on a form supplied by

the Corporation consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Corporation shall then evaluate such experience during the probationary period. Where, in the Corporation'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) years 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 in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

25.03 Temporary Transfer

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

25.04 Job Classification

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

25.05 Wages an Classification Premiums

See the Local Provision Appendix L 25

ARTICLE 26 - Relationship

26.01 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

26.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

26.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of his membership or non-membership, his activity or his lack of activity in the Union and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.

26.04 Both the Corporation and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service and continuing education. The Corporation will endeavor to provide programs; program will be posted as to their availability.

ARTICLE 27 - EDUCATION FUND

Full-Time and Part-Time

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

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

ARTICLE 28 - PROFESSIONAL RESPONSIBILITY

Full-Time and Part-Time

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

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

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

ARTICLE 29 - Duration

29.01 Notwithstanding the foregoing provisions, in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this agreement not earlier than six (6) calendar

months nor later than three (3) calendar months prior to the normal termination date of this agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

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

- (b) The wage increases shall be effective as and from the date specifically listed on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Corporation shall be responsible to contact, in writing at their last known address, employees who left its employ, to advise them of their entitlement to any retroactive wage adjustment. Such employee shall have thirty (30) days from the date of the notice in which to claim from the Corporation such adjustment but not thereafter.

The retroactive payment shall be made within sixty (60) days following ratification by both parties.

All other terms of the collective agreement shall be effective, except as specifically set out otherwise, as of (first full pay period following ratification by both parties).

29.02 Term

This Agreement shall remain in full force and effect until October 10, 2004 and shall continue automatically thereafter from year to year unless either party gives notice, in writing, to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this agreement.

ARTICLE 30 MISCELLANEOUS ITEMS

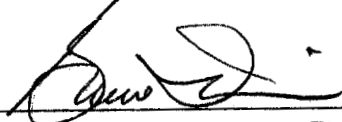
See the Local Provisions Appendix L30


IN WITNESS WHEREOF the party of the First Part has hereby affixed its corporate seal under the hands of its proper officers, and the party of the Second Part has caused its proper officers to affix their signatures the date and year first above written.


SIGNED THIS 29th DAY OF July, 2004.


HEADWATERS HEALTH CARE CORPORATION

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204









KC:RB

**MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS
BETWEEN**

"THE CORPORATION"

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

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

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

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

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 - Probation

2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven and one-half (337 1/2) hours of work (45 x 7.5 hours = 337.5).

In all other respects the terms of probation will be in accordance with the collective agreement.

Article 3 - Hours of Work

3.1 The normal or standard extended workday shall be _____ hours per day.

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

3.3 (Where applicable)

Failure to provide _____ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the _____hour period.

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

Article 4 - Scheduling

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

Article 5 - Overtime

5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.

5.2 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 - Rest and Meal Periods

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

6.2 (The length of the meal period to be determined locally).

Article 7 - Sick Leave and Long-Term Disability

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

Article 8 - Paid Holidays (Applicable to Full-time Employees Only)

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday).

8.2 In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those Corporations which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that Corporation.

Article 9 - Vacation

9.1 (Applicable to Full-time only)

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

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

Article 10 - Temporary Transfers

In Article 25.03 of the collective agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75 hours" for extended tours.

Article 11 - Responsibility Allowance Outside the Bargaining Unit

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

Article 12 - Termination

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

SIGNED AT ORANGEVILLE THIS 25th DAY OF July 2004.

FOR THE CORPORATIONS:

[Signature]
John McKenzie

FOR THE UNION:

[Signature]
H. Chrysler

Letter of Intent

Full-Time and Part-Time

RE: Liability Insurance

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

WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed _____

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

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

To correct this problem, I/we recommend:

Name/Title of Immediate Supervisor Notified

Date/Time _____ of _____ Notification

Response

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

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

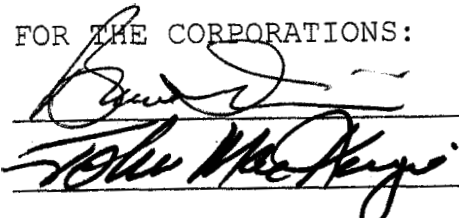
Letter of Intent

Regarding the Utilization of RPN Skills

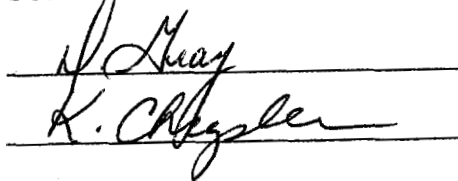
The parties agree to form a joint provincial task,force. The task force will be composed of equal numbers of representatives of the Service Employees International Union and the Ontario Corporation Association. The task force will make its decisions by consensus. The mandate of the task force will be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

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

FOR THE CORPORATIONS:



FOR THE UNION:



Letter of Intent

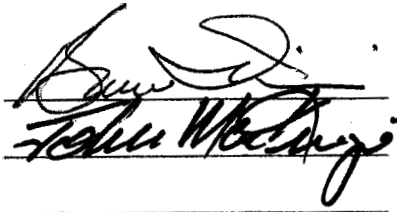
Re: Joint Benefits Review Committee

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


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

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

FOR THE CORPORATIONS:



FOR THE UNION:

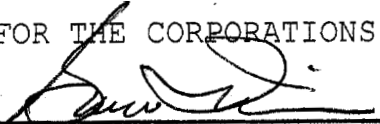


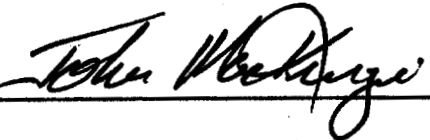
Letter of Intent

RE: Standardization Committee

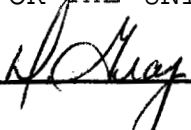
The central parties agree to establish a committee that will meet and confirm the contents of a standard format within 90 days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

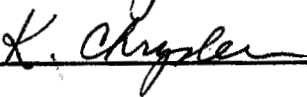
FOR THE CORPORATIONS:





FOR THE UNION:





Letter of Intent


RE: Staff Planning Committee and Charney Board

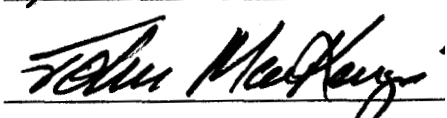
The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney or such others as determined by the committee referenced below. The Chair shall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

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

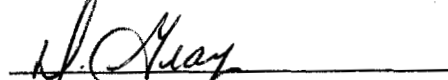
The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.


FOR THE CORPORATIONS:





FOR THE UNION:





LOCAL PROVISION APPENDIX

ARTICLE L2 SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees employed by the Dufferin-Headwaters Health Care Corporation, Orangeville and Shelburne, Ontario, save and except professional medical staff, graduate nursing staff, registered nurses, undergraduate nurses, pharmacists, dieticians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, and office staff.

2.01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all its employees employed by the Dufferin-Headwaters Health Care Corporation, Orangeville and Shelburne, Ontario regularly employed for not than more than twenty-four (24) hours per week, and students during the school vacation period, save and except professional medical staff, graduate nursing staff, registered nurses, undergraduate nurses, technical personnel, supervisors, persons above the rank of supervisor, and office and clerical staff.

ARTICLE L3 MANAGEMENT RIGHTS

3.01 The Union acknowledges it is the exclusive function of the Employer to:

- (a) Maintain, order, discipline and efficiency;
- (b) hire, discharge, classify, transfer and schedule shifts, promote, demote and layoff, suspend or otherwise discipline employees for just cause, provided that the claim by an employee who has acquired seniority has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Union further recognizes the right of the Employer to operate and manage the Corporation in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment within the Corporation are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union Grievance Committee and

give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

ARTICLE L7 UNION COMMITTEES

Grievance Committee

- (a) The grievance committee will consist of the chief steward and 10 employees.
- (b) There will not be more than one (1) employee from any one department, at each site, on the Grievance Committee.
- (c) Not more than four (4) Committee members will meet with the Employer at any one time.

Stewards

- (a) The Employer will recognize a Chief Steward for Corporation and one (1) steward from each of the following departments of the Corporation:

At the Shelburne Site:

1 from Dietary
1 from Nursing
1 from Environmental Services
1 from Paramed Peel

At the Orangeville Site:

1 from Dietary
1 from Nursing
1 from Environmental Services
1 from Paramed Dufferin

Each steward shall be a regular employee of the Corporation who has completed his probationary period.

- (b) The Employer undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.
- (c) The Union undertakes to secure from its officers stewards, and members their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity.

NEGOTIATING COMMITTEE

- (a) There shall not be more than one (1) employee from any one department on the Negotiating Committee.
- (b) The Corporation will recognize Four (4) Members.

The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without permission of the Chief Executive Officer.

ARTICLE L 9 SENIORITY LISTS

The Employer agrees to forward to the Union seniority lists by department which shall show the date of employment, department and job classification for all employees within the bargaining unit, within a reasonable time following the completion of this Agreement. The Employer further agrees to revise and amend the said seniority list, forward copies to the Union in April and October of each calendar year.

ARTICLE L 13 - SKILLS UTILIZATION

13.05 The Corporation supports utilizing RPN's for the skills which the Corporation requires them to perform, in the areas involved, as set out as the minimum level requirements for RPN's by the College of Nurses of Ontario Standards of Nursing Practice.

ARTICLE L 15 UNION LEAVE

- (a) Such leave shall be subject to the following conditions:
 - (i) The Union undertakes that it will not request leave for more than four (4) employees from the bargaining unit at any one time and that such employees shall be from the various departments of the Corporation and there shall not be more than one (1) employee from any one (1) department subject to (a) above.
 - (ii) No leave will be for a longer period of one (1) week at any one time;
 - (iii) The total leave for all employees shall not exceed four (4) weeks in a calendar year.
- (b) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Corporation will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

- (c) The Corporation will endeavor to reschedule an employee's regular day(s) off should such day(s) fall during a requested Union leave of absence provided however that any rescheduling will not result in additional cost to the Corporation.
- (d) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Corporation on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Corporation in the amount of such salary and applicable benefits within thirty (30) days of billing.

ARTICLE L 16 HOURS OF WORK

- (a) Notwithstanding (b) above:
 - (i) the normal daily hours of work for full-time ambulance attendants shall be twelve (12) hours inclusive of a meal period, consistent with Article 16.08.
 - (ii) The normal work week for full-time ambulance attendants shall be forty (40) hours averaged over a two week pay period;
 - (iii) The normal daily hours of work for part-time ambulance attendants shall be up to twelve (12) hours inclusive of a meal period, consistent with Article 16.08.
- (b) It is agreed that the intent of this Agreement is to provide as far as possible, work schedules for full-time employees with five (5) work days in each week and ten (10) work days in each two (2) weeks, with the time off in each week being given, wherever possible, on consecutive days. Ambulance schedules will be consistent with Article 16.08.

Week-ends Off

In scheduling shifts the Corporation will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1½) unless the Corporation, notwithstanding its best efforts, was unable to meet this standard.

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

Shift Schedules

- (a) Shift schedules shall be posted at least one (1) week in advance of their taking effect. Once posted, subject to the availability of work, employees' work schedules shall not be altered without mutual agreement of the Department Head and the employee(s) concerned, provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts.
- (b) Employees shall not be required to work more than seven (7) consecutive days.

Each employee shall conform to the time keeping requirements of the Corporation. Employees must report to their respective supervisors, in uniform, at the commencement of their shifts, and remain in uniform for the full working shift. Failure to do so may be a cause for disciplinary action.

Employees desiring to leave the Corporation premises prior to normal quitting time, exclusive of meal periods, must obtain permission from their Department Head before leaving their work. Employees arriving late will be penalized.

ARTICLE L 18 UNIFORM ALLOWANCE

Where uniforms are required, the Corporation shall either supply and launder uniforms or provide a uniform allowance of one hundred dollars (\$100.00) per year in a lump sum payment in the first pay period of November of each year.

(Part-time Employees)

If required by the Employer to be worn, uniforms will be chosen, maintained and paid for by the Employer, and will remain the property of the Employer.

This Article does not apply to R.P.N.'s.

ARTICLE L 19 A E I - AND SAF TTEE

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Corporation in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Corporation agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) 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 condition related to safety and health.
- (d) The Corporation agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time

so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Corporation at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. **If** such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Corporation identifies high-risk areas where employees are exposed to Hepatitis B, the Corporation will provide, at no cost to the employee(s) a Hepatitis B vaccine.

ARTICLE L 20 NUMBER OF HOLIDAYS

There shall be twelve (12) holidays and these holidays are set out below:

New Year's Day	Civic Holiday
3rd Monday In February	Labour Day
Good Friday	Thanksgiving Day
Thanksgiving Day	Remembrance Day
Victoria Day	Christmas Day
Easter Monday	Boxing Day
Canada Day	

In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the Third Monday in February provided for under this Collective Agreement, as the Corporation and the Union may agree upon, but due to the nature of the services necessary in a Corporation many of the employees may be required to work on these holidays.

ARTICLE L 21 VACATIONS

An employee who leaves the employ of the Corporation for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his date of separation. Employees shall endeavour to provide the Corporation with at least two (2) weeks notice of termination.

All normal deductions made from an employee's pay will be made from the vacation pay.

Vacation may not be accumulated from one vacation year to the next.

- (a) The Corporation will schedule vacations with primary consideration being the needs of the Corporation. The Corporation will also give consideration to the wishes of the employee and the employee's seniority in scheduling vacations.
- (b) Vacation preferences will be submitted by the employee to his Department Head in writing by March 15. The Department Head will post the vacation schedule by April 15. If no preferences are submitted by an employee by March 15 his vacation period will be allotted by the Department Head on the basis of departmental convenience only.

.08 Staff will be limited to taking up to a maximum of three (3) weeks vacation during prime time. Prime time being June 15 to September 15.

.09 Part-time Staff will be limited to taking up to a maximum of two (2) weeks vacation during prime time. Prime time being June 15 to September 15.

.10 The Corporation agrees to issue one cheque for vacation pay. This cheque will be itemized and will be separate from any other cheque an employee may be entitled to. At the Orangeville site, payment will be made in conjunction with employee's percentage in lieu yearly payment. The vacation pay will be paid out in the first pay period following the end of the vacation year (June 30th).

ARTICLE L25 CLASSIFICATIONS

- (a) During the lifetime of this Agreement the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.
- (b) The Employer agrees that wages shall be paid by deposit on a regular pay day every two (2) weeks, except when interfered with by the occurrence of a paid holiday or civic holiday. In this case, the regular pay day shall be advanced one day.

- (c) Part-time employees shall progress on the wage grid on the basis that 1725 hours worked equals one (1) year of service.
- (a) When an employee is transferred, at his own request, to a lower rated job, or by the Corporation for the employee's benefit so as to avoid laying him off, then providing the employee so transferred has the experience or qualifications necessary to perform satisfactorily the work on the job classification to which he has been transferred, he shall immediately progress in the scale of such job classification in the same position he held in the scale of the job classification from which he was transferred. If, on the other hand, he has not the experience and qualifications necessary to perform satisfactorily as aforesaid, then the employee shall immediately be paid the starting rate of the classification to which he is transferred and shall progress within the scale of that job classification.
- (b) When an employee is transferred from a higher-rated job classification to a lower-rated job classification for the convenience of the Corporation, and the ease of its operation, he shall continue to be paid as though he were employed in the job classification in which he was previously working, unless the final rate in the new classification is higher than in the former classification in which case the employee shall retain his attained rate, but progress in the wage scale according to length of service in the new classification.
- (c) When an employee transfers to a lower paid job he shall receive the wage rate in the salary range for the new job which is immediately below the rate which he was receiving prior to his transfer, provided that if he was receiving prior to his transfer the maximum rate in the salary range he shall receive the maximum rate of the salary range of the new job, and he shall progress within the new salary range in accordance with his length of service in the new job.

ARTICLE L30 MISCELLANEOUS

Bulletin Boards

The Employer will provide a bulletin boards, at each site, for the Union to post notices of union activity. All such notices must be signed by the proper officer of the local Union and be submitted to the Chief Executive Officer or his/her designated representative for approval before being posted.

ACCESS TO FILES

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for such twenty-four (24) month period.

Each employee shall have the right to make an appointment at a mutually agreeable time to access her file for the purpose of reviewing any formal disciplinary notations contained therein in the presence of the Director of Corporate Services or his designate.

A copy of an employee's evaluation will be provided to the employee at her request.

PRINTING OF COLLECTIVE AGREEMENTS

The Employer will share with the Union the cost of printing of the collective agreement on an equal basis in the form mutually agreed upon.

SCHEDULE "A"

WAGES

Classification	Effective	Start	1 Year	2 Years
General Help Ward Clerk/N.A.	October 11, 2001	\$17.295	\$17.461	\$17.671
	October 11, 2002	\$17.814	\$17.985	\$18.201
	October 11, 2003	\$18.348	\$18.525	\$18.747
Porter/Janitor Stockkeeper	October 11, 2001	\$15.714	\$15.880	\$16.090
	October 11, 2002	\$16.185	\$16.356	\$16.573
	October 11, 2003	\$16.671	\$16.847	\$17.070
Cooks Helper/ Washperson	October 11, 2001	\$15.935	\$16.101	\$16.289
	October 11, 2002	\$16.413	\$16.584	\$16.778
	October 11, 2003	\$16.905	\$17.082	\$17.281
Orderly/CSR Aide Asst. Chief Cook Dialysis Aide	October 11, 2001	\$16.400	\$16.565	\$16.742
	October 11, 2002	\$16.892	\$17.062	\$17.244
	October 11, 2003	\$17.399	\$17.574	\$17.761
OR Tech	October 11, 2001	\$18.056	\$18.288	\$18.453
	October 11, 2002	\$18.598	\$18.837	\$19.007
	October 11, 2003	\$19.156	\$19.402	\$19.577
4 th Class Engineer	October 11, 2001	\$17.967	\$18.460	
	October 11, 2002	\$18.506	\$19.013	
	October 11, 2003	\$19.061	\$19.583	
Maintenance I	October 11, 2001	\$19.557	\$19.767	\$19.944
	October 11, 2002	\$20.144	\$20.360	\$20.542
	October 11, 2003	\$20.748	\$20.971	\$21.158
Maintenance II/ Cook 1	October 11, 2001	\$17.338	\$17.548	\$17.736
	October 11, 2002	\$17.858	\$18.074	\$18.268
	October 11, 2003	\$18.394	\$18.616	\$18.816
Maintenance III	October 11, 2001	\$17.085	\$17.271	\$17.438
	October 11, 2002	\$17.598	\$17.789	\$17.961
	October 11, 2003	\$18.126	\$18.323	\$18.500

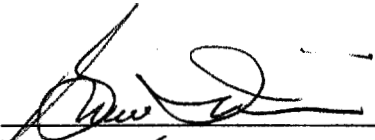
Classification	Effective	Start	1 Year	2 Years
Ambulance - Non EMCA	October 11, 2001	\$19.623	\$19.792	\$20.008
	October 11, 2002	\$20.212	\$20.386	\$20.608
	October 11, 2003	\$20.818	\$20.998	\$21.226
Ambulance EMCA	October 11, 2001	\$19.976	\$20.132	\$20.352
	October 11, 2002	\$20.575	\$20.736	\$20.963
	October 11, 2003	\$21.119	\$21.358	\$21.591
Paramedic I	October 11, 2001	\$19.690	\$20.305	\$20.910
	October 11, 2002	\$22.810	\$23.520	\$24.220
	October 11, 2003	\$23.490	\$24.190	\$24.940
Paramedic II	October 11, 2001	\$20.961	\$21.597	\$22.222
	October 11, 2002	\$25.590	\$26.360	\$27.120
	October 11, 2003	\$26.260	\$27.110	\$27.940
RPN	October 11, 2001	\$18.056	\$18.288	\$18.453
	October 11, 2002	\$18.598	\$18.837	\$19.007
	October 11, 2003	\$20.822	\$21.090	\$21.280

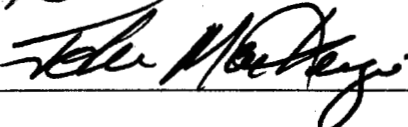
LETTER OF INTENT

RE: Liability Insurance


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


FOR THE CORPORATIONS:





FOR THE UNION:





MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

This letter shall be attached to and form part of the Collective Agreement.

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 Corporation is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on ratification .
3. Corporations 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 Oranorville this 29th day of July 2004.

FOR THE CORPORATIONS:

[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

HEADWATERS HEALTH CARE CORPORATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

to be attached to the

HEADWATERS HEALTH CARE CORPORATION
COMBINED (MERGED) COLLECTIVE AGREEMENT

In scheduling shifts, the Corporation will endeavour to arrange schedules so as to provide for every other weekend off.

Signed at Orangerville this 29th day of July 2004.

FOR THE CORPORATIONS:

[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

HEADWATERS HEALTH CARE CORPORATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

to be attached to the

Headwaters HEALTH CARE CORPORATION
COMBINED (MERGED) COLLECTIVE AGREEMENT

The present practice of providing each ambulance attendance with a pair of winter gloves and equipping each vehicle with two sets of the following will continue:

- (i) belt and holster
- (ii) penlight and batteries
- (iii) Galoshes provided, upon request

Signed at Orangeville this 29th day of July 2004.

FOR THE CORPORATIONS:

[Signature]
[Signature]

FOR THE UNION:


[Signature]
[Signature]


LETTER OF UNDERSTANDING

RE: Room

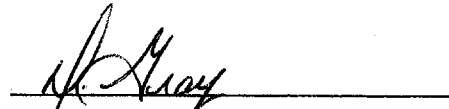
The Hospital agrees to provide the Union, contingent on availability with a meeting room to conduct Union business. The parties agree that the dates and times shall be mutually coordinated and agreed to


FOR THE CORPORATIONS:





FOR THE UNION:





LETTER OF UNDERSTANDING

BETWEEN

HEADWATERS HEALTHCARE CORPORATION
ORANGEVILLE AND SHELBURNE SITES

FULL-TIME AND PART-TIME SERVICE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

The parties agree to be bound by the decision of the Local issues Arbitration Board (Kaplan) with respect to the following local issues:

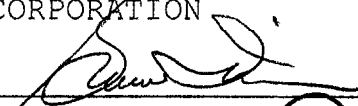
- 1: The Registered Practical Nurses rate of pay.

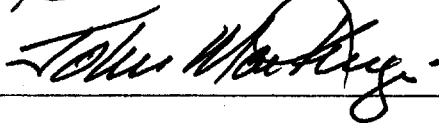
Once the award is issued the terms will be implemented as per the award and be deemed to form part of this collective agreement.


Dated at Orangeville, this 29th day of July, 2004


HEADWATERS HEALTHCARE
CORPORATION

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 204









LETTER OF UNDERSTANDING

BETWEEN

HEADWATERS HEALTH CARE CORPORATION
ORANGEVILLE AND SHELBURNE SITES

SERVICE FULL-TIME & PART-TIME

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

The parties agree to be bound by the decision of the Local Issues Arbitration Board (Kaplan) with respect to the following local issues:

- 1. The Registered Practical Nurses Rate of Pay.

Once the award is issued the terms will be implemented as per the award and be deemed to form part of this collective agreement.

Date at Orangeville, this 29th day of July, 2004.

Headwaters Health Care Corporation

Service Employees International Union, Local 204

[Signature]
[Signature]

[Signature]
[Signature]

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