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Quinte Health Care Corporation

Central Document

COLLECTIVE AGREEMENT

Between

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QUINTE HEALTH CARE CORPORATION

(hereinafter called the "Hospital")

and

SEIU LOCAL 1.0n

(hereinafter called the "Union")

Whereas the Union, by certificate is the sole certified collective bargaining agent for all office and clerical employees of the Hospital at the Quinte Healthcare Corporation in the City of Belleville, county of Hastings, County of Prince Edward and the City of Quinte West, save except supervisors, persons above the rank of supervisor, Executive Assistant, Administrative Assistants, persons employed in Human Resources, financial application services consultant, statistical application services consultant, resource application services consultant, payroll assistants, financial analyst, students employed during the school vacation period and persons covered by subsisting Collective Agreements.

Expires: October 10, 2004

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ARTICLE 1 – PURPOSE

The purpose of this agreement is to establish an orderly Collective Bargaining relationship between the Hospital, the Union representing the employees and the employees, as defined above. It is recognized that the Union wishes to work together with the Hospital to provide the best possible service to the public and working conditions for the employees.

For the purposes of interpreting this Agreement, the feminine gender wherever used herein, shall mean and include the masculine gender.

The Hospital agrees that there will be no discrimination interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, upgrading, promotion, transfer, layoff, recall, discipline, discharge, political or religious affiliation, sex, race, creed, colour, marital status, disability or age.

ARTICLE 2 – SCOPE AND RECOGNITION

The Union is hereby established as the sole collective bargaining agent for **all** employees in the Bargaining Union, as defined in the preamble paragraph hereof, and the Hospital undertakes that it will not enter into any other agreement with such employees, either individually or collectively which will conflict with any of the provision of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Hospital to:

Maintain order, discipline, **efficiency** and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions **of** this Agreement. The Hospital shall notify the Representative of the Union prior to implementing any changes to the foregoing.

Hire, assign, retire, direct, promote, demote, classify, transfer, lay off, recall, and discharge, suspend or otherwise discipline provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause, may be subject of a grievance and dealt with as hereinafter provided.

Generally, to manage and operate the Corporation, and without restricting the generality of the foregoing, to determine all work procedures, kinds and locations of equipment and materials to *be* used, and the number and allocation of employees required from time to time.

ARTICLE 4 – DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

It is agreed that part time employees who temporarily work as full time relief will maintain their part time status.

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

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

ARTICLE 5 – UNION SECURITY

5.01 Union Dues

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

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

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

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

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

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

5.02 Interview Period

It is mutually agreed that the Chief Steward, or her designate will be provided with the opportunity to meet for an interview with a new employee during the new employee's first shift at work. This interview will not exceed fifteen (15) minutes.

5.03 Employees 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 Hospital shall provide a list of employees from whom deductions were made and their work site (if the bargaining unit covers more than one site) and the employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the Hospital 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 Hospital also agrees to provide the Union with employee addresses and telephone numbers on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

ARTICLE 6 – NO STRIKE/LOCKOUT

The Union recognizes that it is essential that there be no interference with the services of the Hospital, to the public and to its patients and agrees, therefore that there **will** not be any strike, stoppage, slow-down, restriction of work, or any other form of collective action which will interfere to any degree with the operation of the Hospital. The Hospital agrees that there will not be any lock-outs of its employees.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than 3 employees selected by the Union who

have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

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

7.03 Central Bargaining Committee

In future central bargaining between Service Employees International Union and the Participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time **lost** from his normal straight time **working** hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations **up** to the point of arbitration. 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, and in no case will more than one employee from a Hospital be entitled to such payment.

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

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

7.04 Local Negotiating Committee

Full-Time and Part-Time

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of six (6) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period. The Hospital acknowledges the right of the Union to select a Negotiating Committee of not more than six (6) employees to assist the Union Representative in negotiating a Collective Agreement, or renewal thereof, with the Hospital.

Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

- (b) Where the Hospital participates in Central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

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 Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- .01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- .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.
- .03 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.

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

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

Within five (5) days after the complaint or grievance has arisen, the employee, who may request the assistance of her Steward shall present her grievance, in writing, on a form agreed upon by the Hospital and the Union, to her supervisor and if, within ten (10) days from the time when such grievance was presented a decision satisfactory to the employee and the Representative of the Union is not given then;

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the (designated by Hospital).

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

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

.05 Policy Grievance

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

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

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

.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 (designated by Hospital), 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.

.07 Discharge Grievance

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

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

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

Discipline, Suspension and Discharge

- .08 When an employee is to be disciplined, a Steward shall be present, unless the employee being disciplined requests that the Steward leave the meeting. At the

time the employee is disciplined both the employee and the Steward shall be supplied with a written copy of the discipline.

.09 Arbitration

(a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator 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.

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

.11 (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.

- .12 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- .13 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.
- .14 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- .15 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.
- .16 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.
- .17 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article. Any and all the time limits for the taking of action by either party or by an employee may be extended at any time by mutual agreement, in writing, of the parties. For the purposes of this article, the term "days" shall be interpreted to mean normal shifts of work of the Hospital or the employee concerned and shall exclude Saturdays, Sundays, vacation and designated holidays.
- .18 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 – SENIORITY

9.01 Probationary Period

Full-Time

Seniority lists

A new employee will be considered on probation until he has completed forty-five days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of

the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

Part-Time

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 hours of work. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

Full-Time

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis. The seniority of an employee means the length of her continuous service with the Hospital since the date of her last hiring by the Hospital, except as expressly provided herein.

Part-Time

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1650 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Seniority Lists of employees who have acquired seniority shall be maintained by the Hospital for each classification. Each list shall show the employee's seniority date. Seniority lists shall be provided by the Hospital to the Chief Steward and a copy will be sent to the Union Office. Seniority Lists will remain posted throughout the year and shall be updated in January and July. Employees shall have the opportunity to make the Hospital aware of corrections that are required to be made to their respective Seniority during the immediate four (4) weeks following the posting date of the seniority list.

9.03 Transfer of Service and Seniority

An employee whose status is changed from full time to part time shall receive credit for his/her full service and seniority on the basis of each sixteen hundred and fifty (1650) hours for each year of full time service and seniority.

An employee whose status is changed from part time to full time shall receive credit for his/her seniority on the basis of each sixteen hundred and fifty (1650) hours worked shall equal one (1) year of full time seniority.

9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence for or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid *off* for twenty-four **(24)** months;
- (f) employee fails, upon being notified of a recall, to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) In the case of casual employees not prescheduled or utilized for a six (6) month period.

9.05 Effect of Absence

Full-Time

- (a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or

any other benefits under any provisions of the Collective Agreement or elsewhere. shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to 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 disability resulting in W.S.I.B. benefits.

Effective October 11, 2002, the Hospital 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 shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or for a 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 regular 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 re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of lay-off being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

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

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

Composition and Meetings

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

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. The Hospital shall make typing and other such clerical assistance available as required.

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

Disclosure

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

Accountability

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

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

10.02 Notice of Lay-off

(a) Notice

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

- i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position: and
- ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu of thereof. Written notice shall be posted on all Bulletin Boards at the time that the first layoff is issued.

Note: Where a proposed lay-off 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 lay-off.

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

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

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

10.03 Severance and Retirement Options

- (a) Within the lesser of thirty (30) days from the date of notice of lay-off or the notice provided for in this Article an employee with more than twelve (12) month's service with the Hospital who has received notice of lay-off of a permanent or long term nature may resign, forfeiting the right to notice. Such employee will receive the balance of the notice as severance pay.

Note: Notice for the purposes of severance pay is to be calculated on the basis of two (2) weeks per year of service to a maximum of twelve (12)

weeks. Thus the balance of the notice period referred to above will be the balance of **up** to twelve (12) weeks as applicable.

Where an employee resigns within 30 days after receiving notice of Jay-off 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.

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.

1 am Allowance

- (b) Prior to issuing notice of lay-off pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under article 10.02(a)(ii).
- (c) 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 Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

- (d) An employee who has completed one year of service and
 - (i) whose lay-off 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) or this Article, shall be entitled to severance pay equal to the greater of *two* weeks' 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 Hospitals.

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

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

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

10.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:

- (i) accept the lay-off; or
- (ii) displace an employee who is the least senior employee, with similar working conditions, in a lower or identical paying classification and status (i.e. full time or part-time) in the Bargaining unit *if* the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off. Where an employee has no bump within their **full** time or part-time status then they may bump the least senior employee in the other status (i.e. part-time employee who has no bump in the part-time bargaining unit may displace the least senior full time employee, and vice versa) if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation.

Note: Similar working conditions shall include shifts and days of work per week.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

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 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.

- (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 Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-Off

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

ARTICLE 11 – JOB POSTING

- 11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and Holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and Holidays. **All** applications are to be made in writing within the posting period.
- 11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01, and selection shall be made in accordance with Article .03 above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

- 11.06 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.07 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

This clause will have no application with newly created classifications/jobs nor will external new employees be hired over current bargaining unit employees.

When an employee is temporarily transferred from a higher rated job classification to a lower rated job classification for the convenience of the Hospital and the ease of its operation, she shall continue to be paid at her current rate until such time as the rate(s) in the classification to which she was transferred provides an increase above her current rate.

- 11.08 Where a regular part-time employee wishes to work occasional casual hours or where a casual employee wishes to work additional casual hours, the employee will submit a "Notice of Interest" form to Human Resources (Corporate Office) outlining up to two (2) other areas the employee is interested in working casual hours. Human Resources will record the notice of interest and advise the appropriate managers when the manager has a need for additional casual(s). The manager of the area of interest will determine whether the employee has the skill and ability to perform the job. If the employee is selected, it is further understood that the employee's first responsibility for accepting hours is to his/her regular part-time **job** and in the case of the casual employee, if relevant, the area in which they were initially receiving casual hours. The Hospital shall not hire outside employees where there are current employees who can perform the duties with normal orientation and who have expressed an interest in casual work in the department the work is required.

ARTICLE 12 – NO CONTRACTING OUT

- 12.01 The Hospital shall not contract out any *work* usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out so long as a full time position exists there shall be no splitting of that position into two (2) or more part-time positions.

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

ARTICLE 13 – WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

The use of volunteers to perform bargaining unit work shall not be expended beyond the extent of the existing practice of April 1, 1992, except for the purpose of training and orientation. The Hospital shall provide yearly on January 15th to the Union office, the total number of volunteer hours by department and any significant changes to volunteer assignments.

ARTICLE 14 – TECHNOLOGICAL CHANGE

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

- .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.
- .04 Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations.
- .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 rate of the job in which the **employee** is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. **If** such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.
- .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 Hospital where not covered by OHIP.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for 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 Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

15.01 a) Compassionate Leave

Compassionate Leave may be granted to an employee by the Hospital up to a maximum of five (5) working days, without pay, in the case of a direct family problem of situation.

15.02 Education Leave

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

15.03 Jury and Witness Duty

- .01 If an employee is required to serve as a juror in any court of law, or ~~is~~ required to attend ~~as~~ a witness in a court proceeding in which the Crown ~~is~~ a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
 - (a) notifies the hospital immediately on the employee's notification that he will be required to attend at court;
 - (b) presents proof of service requiring the employee's attendance;
 - (c) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- .02 In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on his regularly scheduled day off, the hospital will attempt to re-schedule the employee's

regular day off it being understood that any rescheduling shall not result in the payment of any premium pay. Where the hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a)(b) and (c) above.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing.

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

15.04 Pregnancy Leave

Full-Time

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's

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

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

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

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

15.04 Pregnancy Leave

Part-time

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

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

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

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

15.05 Parental Leave
Full-Time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least *two* (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least *two* (2) weeks in advance thereof.
- (e) An employee who is on 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 (2) two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the

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

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

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

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

15.05 Parental Leave Part-time

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on 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 Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of salary increment that she would be entitled to if she were not on parental leave.

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

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

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

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

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

15.06 Full-Time Union Office

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

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.

- (c) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Pre-Paid Leave Plan

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

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

employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee resigns, is terminated or is laid off (laid off in excess of thirty (30) days, the deferred salary held by the Hospital plus accrued interest if any will be returned to the employee within a reasonable period of time. In case of the employee's death the funds will be paid to employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the **plan** and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job,
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

15.09 Personal Leave

The Hospital may grant leave of absence without pay and without loss of seniority, to an employee for legitimate personal reasons. All requests for such leaves shall be made in writing.

ARTICLE 16 – HOURS OF WORK

16.01 Daily and Weekly Hours of Work

It is understood normal hours including those required to accommodate the change from Day-Light Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa. The provisions of the Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever not a guarantee of working schedules.

16.02 Scheduling

- (a) In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of ~~twenty-three~~ (23) hours between the beginning of shifts and change over of shifts and of ~~thirty-nine~~ (39) hours if there is one (1) day off and of ~~sixty-three~~ (63) hours if there are two (2) days off between the change-over of shifts.
- (b) The Hospital may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the Hospital results from such exchange of shifts.

16.03 Rest Periods

Full-Time

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

Part-time

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

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 in this agreement.

17.02 Definition of Overtime (Overtime Premium)

- (a) All authorized overtime in excess of seven and one-half (7 ½) hours in any day for employees who are regularly scheduled to work a seven and one-half (7 ½) hour shift or seventy-five (75) hours over a bi-weekly pay period, shall be paid at one and one-half (1 ½) times the employee's regular straight time rate of pay except for authorized overtime on a statutory holiday which shall be paid at two and one-half (2 ½) times the employee's regular straight time rate of pay.
- (b) No overtime pay shall be paid or time off granted in lieu thereof for overtime worked as a result of any exchange of shifts approved by the Hospital between two (2) employees.

17.03 Reporting Pay

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

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

17.06 Shift Premium

Employees shall be paid a shift premium of forty-five **(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 (55)** cents effective November 16, 2001, **sixty (60)** cents effective October 11, 2002, and **sixty-five (65)** cents effective October 11, 2003.

17.07 Responsibility Allowance Outside the Bargaining Unit

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit for a period in excess of three (3) hours, the employee shall receive an allowance of five dollars (\$5.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

- a) Employees shall have the right to select overtime pay or time off with pay in accordance with the above, provided that the mutually selected time off in lieu is taken within a twenty-eight (28) day period of the occurrence. Time off not taken within this period will then be paid according to the appropriate premium rate.
- b) An employee shall be paid one and one-half (1½) times her straight time rate of pay for all work performed on her regular scheduled day *off*.
- c) Where an employee has worked an accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at time and one-half times.)
- d) Where an employee chooses the latter option, such time off must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.
- e) The Hospital agrees that the employees shall not be required to take time off to avoid payment of overtime.

17.09 Paid Time to Working Time

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

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

17.10 Weekend Premium

An employee shall be paid a weekend premium of seventy-five (.75) cents per hour worked between 2400 hours on Friday and 2400 hours on Sunday or such other forty-eight (48) hours period that may exist.

If an employee is in receipt of premium payment with respect to consecutive weekends worked, she will not receive weekend premiums under this provision.

ARTICLE 18 – ALLOWANCES

18.01 Meal Allowance

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

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

18 Transport Allowance

- a) When an employee is required to travel to a work site or to return to the home site as a result of reporting to or off work between the hours of 2400 – 0600 hours or at any time while on standby, the Hospital will pay transportation costs when by taxi or by his/her own vehicle at the rate of thirty-five cents (.35) per mile to a maximum of fourteen dollars (\$14.00) or such greater amount as the Hospital may at its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.
- b) Employees, unless otherwise posted, shall have a designated home site which will be determined by the Hospital. Where a temporary assignment is necessary, to a site other than the employee's home site, the Employer may assign such employee(s) to perform the duties of his/her classification in accordance with the following;

After commencing his/her shift, where an employee is assigned by the Employer to go to another site, travel time and mileage between the work sites will be paid at the applicable collective agreement rates.

When an employee is assigned by the Employer to go to another work site prior to the start of his/her shift, mileage will be paid at thirty-two (.32) cents per kilometre and shall be paid from the employees' home site.

If an employee request or voluntarily accepts work, as per the Collective Agreement, at a work site other than his/her home site, the Employer is not required to pay mileage or travel time. Distances between the sites shall be the actual road kilometre distances for the most direct route.

ARTICLE 19 – HEALTH AND SAFETY

19.01 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

ARTICLE 20 – PAID HOLIDAYS

20.01 Payment for Working Overtime on a Holiday

Full-Time

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

ARTICLE 21 – VACATIONS

21.01 Entitlement and Calculation of Payment

Full-Time

- (a) (i) For the purposes of calculation vacation entitlement and vacation pay, the vacation year will be from July 1st to June 30th.

- Two (2) weeks after one (1) year of service.
- Three (3) weeks after two (2) years of service.
- Four (4) weeks after five (5) years of service.
- Five (5) weeks after fifteen (15) years of service.
- Six (6) weeks after twenty (20) years of service.

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 (the date for determining vacation entitlement in each Hospital) 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 (the date for determining vacation entitlement in each Hospital) 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.

- (ii) 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 pro-rated in accordance with her service from date of hire to June 30th in the first vacation year of employment. (See Appendix "A).
- (iii) Any earned vacation entitlement may only be taken prior to June 30th with approval of the Department Head. In such cases the vacation pay allowance or a portion thereof may be granted at the discretion of the Department Head.
- (iv) 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.
- (v) Vacations may not be accumulated from one (1) year to the next except in extenuating circumstances and at the discretion of the Manager, which shall not be unreasonably withheld.

Part-Time

- (b) (i) In calculating vacation pay and time off (entitlement) the Hospital recognizes past service to the last date of hire, where there has been no break in employment, with the Hospital.

As of June 30th in the current year, all employees with less than three thousand three hundred (3300) hours of service shall be entitled to annual vacation pay in the amount of four percent (4%) of earnings received during the preceding twelve (12) months.

An employee who has completed three thousand three hundred and one (3301) hours of service but less than eight thousand two hundred and fifty (8250) hours

of service as of June 30th, shall be entitled to annual vacation pay in the amount of six percent (6%) of earnings received over the preceding twelve (12) months.

An employee who has completed eight thousand two hundred and fifty one (8251) hours of service but less than twenty-four thousand seven hundred and fifty (24,750) hours of service as of June 30, shall be entitled to annual vacation pay in the amount of eight (8%) of earnings received over the preceding twelve (12) months.

An employee who has completed twenty-four thousand seven hundred and fifty one (24,751) hours of service but less than thirty-three thousand (33,000) hours of service as of June 30th, shall be entitled to annual vacation pay in the amount of ten percent (10%) of earnings received over the preceding twelve (12) months.

An employee who has completed over thirty-three thousand (33,000) hours of service as of June 30th, shall be entitled to annual vacation pay in the amount of twelve percent (12%) of earnings received over the preceding twelve (12) months.

(ii) 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 (the date for determining vacation entitlement in each Hospital) 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 (the date for determining vacation entitlement in each Hospital) shall receive an additional 2% of gross earnings in the year it is achieved.

- (c) The Hospital will post by March 15th, a vacation preference list in each department and each employee employed in the department should indicate prior to April 15th her preference(s) for vacation; in the event of conflict, seniority shall govern consistent with the efficient operation of the department. The vacation schedule will be confirmed by May 15th and may not be altered unless with the mutual consent of the employee and the Department Head. Any remaining time for vacation, particularly during the period June 15th to August 31st, shall thereafter be granted on a first come first serve basis consistent with the efficient operation of the department.
- (d) Where more employees have indicated the same period than the Hospital can reasonably grant, preference for the choice of vacation period shall be given to employees having the most seniority, consistent with the efficient operation of the department.

- (e) Where employees have not selected their remaining vacation entitlement by May 1st of each vacation year, the vacation will be scheduled and which *is* to be taken by June 30th, dependent upon the efficient operation of the department.
- (f) It is understood and agreed that where an employee is entitled to more than two **(2)** week's vacation, the hospital may, in order to ensure all employees receive vacation in peak periods or for operational purposes, restrict employees from taking more than three (3) weeks vacation entitlement. Such restriction to be made with a standard of reasonableness and shall not be made in an arbitrary or discriminatory manner.
- (g) On the severance of employment terminal vacation pay shall be granted on the basis of 4%, 6%, 8%, 10% or 12% (for 2, 3, 4, 5, or 6 week entitlement) of earnings received in the period for which vacation is due.
- (h) Vacation shall be taken at a time mutually satisfactory to the Hospital and to the employee, with due consideration being given to the wishes of the employee and to the requirements of the department in which she works.
- (i) If requested, the Hospital may allow an employee to commence her vacation on any day of a week provided that the granting of such request does not result in the Hospital having to make overtime or other premium or penalty payments.
- (j) If an employee works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation with pay based on a percentage of gross salary for work performed on the following basis:

2 weeks entitlement	4%
3 weeks entitlement	6%
4 weeks entitlement	8%
5 weeks entitlement	10%
6 weeks entitlement	12%
- (k) In calculating vacation pay and time off (entitlement) the Hospital recognizes past service to the last date of hire, where there has been no break in employment, with the Hospital.
- (l) Pay for vacation will not accrue as a result of an unpaid leave of absence except that vacation credits will accrue for seventeen (17) weeks if an employee is eligible for and receives pregnancy leave and for eighteen (18) weeks if an employee is eligible for and receives parental leave.

21.02 Approved Leave of Absence During Vacations

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 time.

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

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

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

ARTICLE 22 – BENEFITS FOR PART-TIME EMPLOYEES

Part-Time

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

ARTICLE 22 – HEALTH AND INSURED BENEFITS

Full-Time

The Hospital agrees to pay one hundred percent (100%) of the Hospital Health Tax.

22.01 Insured Benefits

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

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of

the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, effective the first deduction date the month after the award coverage will include vision care (maximum of \$90.00 every 24 months) and the deductible will be \$15.00 (single) and \$25.00 (family).

Effective December 1, 2001, the vision care shall increase to \$150.00 every 24 months, and the hearing aid 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 Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. 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 Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits.

The Hospital **will** contribute the same portion towards the billed premiums of these benefits plans as *is* currently contributed by the Hospital to the billed premiums of active employees.

22.02 Change of Carrier
Full-Time

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

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

22.03 Pension

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

ARTICLE 23 – INJURY AND DISABILITY

23.01 Workers' Compensation Injury

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 accident.

23.02 Disabled Employees

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

23.03 Workers' Compensation Benefits and Sick Leave
Full-time

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers'

Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from 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 Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the 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. Further said plans are to continue while an employee is off on W.S.I.B. for eighteen (18) months.

ARTICLE 24 – SICK LEAVE

Full-time

- .01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- .02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the **short-term** portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.
- .03 Effective (insert effective date) the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

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

Note: Paragraphs (b),(c) and (d) below will be inserted only in those agreements where a pay-out provision existed under the former sick leave plan.

- (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
 - (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
 - (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement] an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.
- .04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- .05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- .06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- .07 Unemployment Insurance Rebate
The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

.08 Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

.09 Pay for Medical Certificates

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

ARTICLE 25 -- COMPENSATION

25.01 Experience Pay

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

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

- (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the Bargaining Unit for a period in excess of three (3) hours, she shall be paid the rate immediately above her current rate in the higher classification to which she was assigned from the commencement of the shift on which she was assigned the job.
- (b) Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit for a period in excess of three (3) hours, the employee shall receive an allowance of five dollars (\$5.00) for each shift from the time of the assignment.

25.04 Job Classification - Non Standard

- (a) If the employee is maintained in her new job classification she shall retain her seniority, and her pay rate shall be as follows:
- i) in the event of a transfer to a classification having a higher rate of pay grid, she shall commence at the range rate for the new job classification next highest to her current rate and she shall progress on the grid in incremental stages in accordance with time served in the new job classification.
 - ii) in the event of a transfer to a classification having a lower rate of pay grid, she shall be paid at the range rate in the new job classification nearest to her current rate and she shall progress on the grid in incremental stages in accordance with time served in the new job classification.
 - iii) when an employee is temporarily transferred from a higher rated job classification to a lower rated job classification for the convenience of the Hospital and the ease of its operation, she shall continue to be paid at her current rate until such time as the rate(s) in the classification to which she was transferred provides an increase above her current rate.
- (b) i) When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same and provide details at least fourteen (14) days prior to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- ii) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
 - iii) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15)

days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

ARTICLE 26 – RELATIONSHIP

ARTICLE 27 – EDUCATION FUND

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

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

ARTICLE 29 – DURATION

29.01 Renewal

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.

29.02 Term

This Agreement shall continue in full force and effect October 11, 2001 and shall expire on October 10, 2004 and unless either party gives notice in writing to the other party as provided hereunder when amendments are required or when the party intends terminating the Agreement, it shall continue in effect from year to year thereafter.

ARTICLE 30 – MISCELLANEOUS ITEMS

**MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS
BETWEEN**

“THE HOSPITAL”

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

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

All eligible full-time and regular part-time staff on a unit/department that is considering extended 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 (6) 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 7.5 hours per day.
- 3.2 (Detailed description with an attached schedule where appropriate.)
- 3.3 (Where applicable)

Failure to provide 16 hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the 16 hour period.

Where the 16 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 75 (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

Full-time

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

8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 – Vacation

9.1 Full-time

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 Part-time

As set out in the collective agreement.

Article 10 – Temporary Transfers

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

Article 11 – Responsibility Allowance Outside the Bargaining Unit

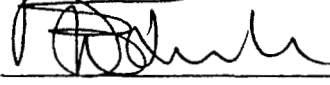
In Article 17.07 of the collective agreement replace “in excess of one-half of a shift” with “after 3.75 hours” for extended hours.

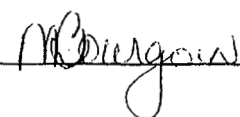
Article 12 – Termination

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


SIGNED AT TORONTO THIS 12 DAY OF July 2006.

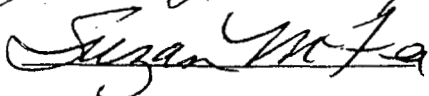
FOR THE UNION





FOR THE HOSPITAL





WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed

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

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

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

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

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

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 Hospitals:

Sandra L. Durington
Susan M. Fee

For the Union:

[Signature]
M. Bourgon

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 Hospitals:

Andra D. Dringler
Susan McFee

For the Union:

R. W. ...

M. ...

LETTER OF INTENT

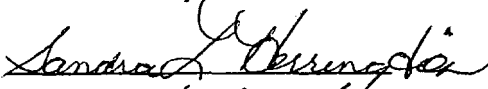

Re: Staff Planning Committee and Charney Board

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.

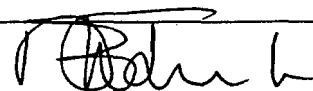
The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint **Committee** will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing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


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

For the Hospitals:

For the Union:





- L1 For the purpose of interpreting this Agreement, the feminine gender wherever used herein, shall mean and include the masculine gender.

The Hospital agrees that there will be no discrimination interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, upgrading, promotion, transfer, layoff, recall, discipline, discharge, political or religious affiliation, sex, race, creed, colour, marital status, disability or age.

- L2 The Union is hereby established as the sole collective bargaining agent for all employees in the Bargaining Union, as defined in the preamble paragraph hereof, and the Hospital undertakes that it will not enter into any other agreement with such employees, either individually or collectively which will conflict with any of the provision of this Agreement.

- L3 The Union acknowledges that it is the exclusive function of the Hospital to:

Maintain order, discipline, efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Hospital shall notify the Representative of the Union prior to implementing any changes to the foregoing.

Hire, assign, retire, direct, promote, demote, classify, transfer, lay off, recall, and discharge, suspend or otherwise discipline provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause, may be subject of a grievance and dealt with as hereinafter provided.

Generally, to manage and operate the Corporation, and without restricting the generality of the foregoing, to determine all work procedures, kinds and locations of equipment and materials to be used, and the number and allocation of employees required from time to time.

- L7 The Hospital acknowledges the right of the Union to appoint Stewards on the following basis:

Trenton site – 3 stewards
Picton site – 3 stewards
Belleville site – up to 6 stewards

One (1) steward from each site will be Chief Steward, to assist employees in presenting their grievances to the Representatives of the Hospital under the grievance procedure herein set out.

- 3.a) All references to Officers, Representatives, Stewards and Committee Members of the Union in this Agreement shall be deemed to mean Officers, Representatives, Stewards and Committee Members of the Union's duly chartered Local, namely Local 1.0n, of the Service Employees International Union Local 1.0n. All correspondence sent by the Hospital to the Union will be sent to such chartered Local.
- b) In order to facilitate the administration of this Agreement, the Hospital will supply to the Union a list of employees acting in a supervisory capacity, and will indicate by appropriate job titles the nature and extent of their authority. The Union will notify the Hospital, in writing, of the names of its currently authorized members in the capacity of Stewards, Chief Steward and Negotiating Committee. Both parties agree that these lists will be promptly revised, from time to time, whenever changes become necessary.

L 15 It is understood and agreed, that any leave of absence shall not exceed two (2) weeks and that not more than forty-five (45) days per year will be utilized by full time employees nor shall more than forty-five (45) days per year be utilized by part time employees. The total cumulative leave of absence granted to any employee under this clause shall not exceed three (3) weeks in any calendar year. It is understood that not more than nine (9) employees will be absent at any one time and no more than three from per site.

- L 16 1. a) The regular work week for full time employees shall average thirty-seven and one half (37 ½) hours exclusive of meal times for each employee averaged over seventy-five (75) hours in a bi-weekly period.
- b) The regular work week for part-time employees shall average twenty-four (24) hours exclusive of meal times for each employee averaged over seventy-five (75) hours in a bi-weekly period.
2. a) Part-time employees covered by this Agreement shall not be regularly scheduled more than twenty-four (24) hours per week. However, such employees may be offered more work in any week, which the employee has the option of refusing (except when required to cover for vacation and sick time). Such refusal will not prejudice the employee's status.
- b) Casual employees shall not be prescheduled and shall be utilized to fill in when full time or part time employees are not available to work their regular schedule. Casual employees shall not be utilized where there are part time employees willing to perform the duties required. When no part time employees are available during peak periods (e.g. Vacation periods), casual employees may be scheduled.

3. a) Where applicable, work schedules shall be posted at least four **(4)** weeks in advance and will not be changed without written consent of both parties except in case of emergency.
b) Before the introduction of any permanent new shifts, the Hospital agrees to meet with the Union and the employees concerned prior to any implementation.
4. a) The Union agrees that there will be no Union activities on the premises of the Hospital, except as specifically permitted by this Agreement or otherwise authorized, in writing, by the Hospital.
b) The Union Representative will be allowed to speak with the members on the premises of the Hospital by prearranged appointments made through the Human Resources office.
5. The Union Stewards shall be allowed to wear identification badges supplied by the Union and designating if they are Chief Steward.
6. The Hospital agrees to recognize a Negotiating Committee comprising of (6) six members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period to assist the Union Representative in negotiating a Collective Agreement, or renewal thereof, with the Hospital.

Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

7. (a) Where applicable, work schedules shall be posted at least four **(4)** weeks in advance and will not be changed without written consent of both parties except in case of emergency.
(b) Before the introduction of any permanent new shifts, the Hospital agrees to meet with the Union and the employees concerned prior to any implementation.
8. (a) There is one **(1)** meal period of thirty (30) minutes and two (2) rest periods of fifteen (15) minutes in each seven and one-half (7½) hour shift. Lunch periods shall not be interrupted except in cases of emergency. If an employee has her lunch period interrupted for an emergency, she shall receive the remaining time lost once the emergency situation is no longer in effect.

- (b) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.

9. Time Off Between Shifts

- (a) The Hospital will, except in exceptional circumstances, schedule full time employees at least one (1) weekend off in each three (3) week period and part time employees at least one (1) weekend off in each four (4) week period.

Where the weekend is not granted off on the third (3rd) weekend for full time and on the fourth (4th) weekend for part time, then, time worked on such weekend shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for such time worked, save and except where:

- i) the weekend has been worked by an employee to satisfy specific days off requested by the employee; or
- ii) the employee has requested weekend work; or
- iii) the weekend is worked as the result of an exchange of shifts with other employee; or
- iv) in the case of an emergency, the Hospital has called an employee in to work on the weekend.

- (b) The above provisions shall not be construed as requiring the Hospital to hire additional staff.

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*. Requests will not be unreasonably withheld.

- (c) No less than two (2) consecutive shifts will be scheduled off after an employee works seven (7) consecutive shifts.
- (d) Four (4) days off will be scheduled in every two (2) week period. No employee shall be scheduled to work more than seven (7) consecutive shifts. Days off shall be scheduled by the Hospital on the following basis:
 - i) Two (2) periods of two (2) days off; or
 - ii) One (1) period of three (3) days off and one (1) period of one (1) day off; or

iii) Two (2) periods of one (1) days off and one (1) period of *two* (2) days off in a *two* (2) week schedule.

(e) For purposes of scheduling, "weekend" shall be defined as the forty-eight (48) hour period commencing no later than 2400 hours Friday.

No less than *two* (2) consecutive shifts will be scheduled between changes of shifts and at least forty-eight (48) hours off shall be scheduled following the night shift schedule unless the employee concerned and the Hospital agree otherwise. Where an employee agrees or is required by the Hospital to work without the minimum number of shifts or hours defined above, they shall receive pay at time and one-half (1½) for their next scheduled shift.

L18 1. Uniform Allowance

The Hospital shall either supply and launder uniforms or provide a uniform allowance of sixty (\$60.00) per year in a lump sum payment in the first pay period of November each year.

2. Safety Footwear

The Hospital will provide, upon submission of a receipt from the employee, sixty dollars (\$60.00) per year to each employee who is required by the Hospital to wear safety footwear during the course of his/her duties.

Effective September 1, 2002 the Hospital will provide eighty dollars (\$80.00) per year to each full time employee.

L19 Occupational Health and Safety Committee

- a) The Hospital and Union agree that they mutually desire to maintain standards of safety and health in the Corporation in order to prevent accidents, injury or illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) representative from the Corporation be selected or appointed by the Union from amongst bargaining unit employees.
- c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to and safety and health.
- d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill it's functions.

- e) Meetings shall be held every second month or more frequently at the call of the co-chairs 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) shall serve for a term one (1) calendar year from the date of the appointment which may be renewed for further periods of one (1) year. Time off for such representative to attend meetings of the Occupational Health and Safety Committee in accordance with the foregoing shall be granted and any representative attending such meetings shall not lose regular earnings as a result of such attendance.
- g) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and regulations.
- h) Employees working continuously on VDT's shall perform other duties for five (5) minutes. As assigned by their supervisor, in each hour to relieve the strain of the VDT's.

L20 Holidays

Paid Holidays

Full-Time

Employees shall not be eligible for payment of holidays which fall during their first twenty-one (21) days of employment. To qualify for payment of holidays the employee must work her regular scheduled full shift immediately preceding and succeeding the holiday except in cases of vacation, or legitimate illness commencing within thirty (30) days prior to the commencement of the holiday as evidenced by medical certificate, if requested, acts of God or similar reasons.

For clarification purposes of when a Statutory Holiday begins and ends, the first shift of the Holiday shall be the shift where the majority of hours are scheduled on the holiday. In a week where a Holiday is to be recognized on a Monday or a Friday, employees shall be scheduled to work the long weekend in its entirety or be scheduled off work for the entire long weekend except in exceptional circumstances.

An employee required to work on any of the named holidays, shall be paid either time and one-half (1½) for each hour worked on the holiday and an alternative day off at regular pay in lieu of the holiday, to be scheduled by mutual agreement between the employee and her supervisor (normally within thirty (30) days of the holiday) or shall be paid two and one-half (2½) times her regular straight time rate, but in no case shall the foregoing entitle any employee to be paid an amount in excess of two and one-half (2½) times her regular straight time rate.

20.02

- (a) The Hospital will schedule Christmas Day, Boxing Day and New Year's Day off to all employees within departments normally closed on those days.
- (b) In all other departments the Hospital will, except in exceptional circumstances, schedule employees to receive Christmas & Boxing Day off every other year i.e. Christmas & Boxing Day off this year, in conjunction with other day off.

The Hospital recognizes the following as paid statutory, civic or Government holidays:

New Year's Day	Thanksgiving Day	Labour Day
Good Friday	Christmas Day	
Victoria Day	Boxing Day	
Canada Day	Easter Monday	
Civic Holiday	Two (2) Floating Holidays	

The Floating Holidays will be scheduled by mutual consent between the employee and her Manager. Should the Federal Government or the Province of Ontario proclaim an additional holiday, the proclaimed day will be substituted for one of these Floating Holidays.

The Hospital will schedule Christmas, Boxing day and New Year's Day off to all employees within departments normally closed on those days.

In all other departments the Hospital will, except in exceptional circumstances, schedule employees to receive Christmas & Boxing Day off every other year, i.e. Christmas & Boxing Day *off* this year, in conjunction with other days off.

L. 25.00 Wage and Classification Premiums

Pay Procedures

- a) All employees in the bargaining unit will be paid the rates shown in Schedule "A" Wage Classifications on the classification commencement date. Although some effective dates will fall between pay periods the days on the new rate of pay will be included in the employees nearest pay period.
- b) The Hospital agrees that wages will be paid by deposit to the employees credit in any bank or trust company designated by the employee, and will be available for withdrawal therefrom on a regular pay day every two (2) weeks. When the banks or trust companies are closed on a regular pay day, wages will be available for withdrawal on a preceding day on which they are open. It is understood that the method of payment and

technology may change from time to time. The Hospital agrees to discuss with the Union any changes of this nature, prior to making the change.

L 30 Miscellaneous

1. Bulletin Board

The Hospital agrees to supply a lockable bulletin board at a mutually satisfactory location, at each site, for the convenience of the Union to post notices pertinent to its membership. The bulletin board shall be no smaller than two (2) feet by three (3) feet.

2. Contract Printing

The Hospital and the Union shall share equally in any cost of printing of a reasonable number of copies of the Collective Agreement.

3. Wages and Retroactivity

- a) During the lifetime of this Agreement, the Hospital agrees to pay and the Union agrees to accept the scale of wages as set out hereinafter.
- b) Retroactivity will be paid, by separate cheque, within ninety days of the date of this decision. If an employee shall have terminated his/her employment since the date of ratification, the employer shall advise the employee by notice in writing and mailed by ordinary mail to the last known address on the records of the employer, and the employee shall have thirty (30) days from the posting within which to claim any payment.

4. Classification Adjustment

Employees working in information systems who currently have a higher rate of pay than agreed to by the parties shall have their rate red circled, meaning that they will not receive general increases until such time as the applicable wage rate exceeds their present red circled rate.

5. Access to Personal Files

- (a) Each employee shall have access to her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her Supervisor.
- (b) Each employee shall be given a copy of her evaluation.
- (c) It is understood that evaluations do not constitute disciplinary actions by the Hospital against the employee.

- (d) Any disciplinary notation on an employee's file will be removed **if** no other discipline is given to the employee for a period of eighteen (18) months from the date of the last discipline with the exception of any employee whose suspension or termination has been upheld in arbitration.

6. Locker Facilities

The Hospital upon request, will provide secure facilities for all employees within the Bargaining Unit to secure their valuables.

LETTER OF UNDERSTANDING

BETWEEN

QUINTE HEALTHCARE CORPORATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

Re: Bulletin Boards

The Hospital agrees to allow the Union to purchase a maximum of eight (8) bulletin boards which the Hospital agrees to install at the various sites. These boards shall be no larger than 2' x 3' and the Hospital agrees to install the boards within three (3) months from the date that the Union supplies the boards to them. These bulletin boards are for the convenience of the Union to post notices or communications pertinent and appropriate to its membership. Postings must be authorized the Chief Steward or Union Representative.

Signed at Belleville on the 12th day of July, 2006

For the Hospital

Sandra L. Whittington
Susan M. Fee

For the Union

[Signature]

McBourgeois

LETTER OF UNDERSTANDING
BETWEEN
QUINTE HEALTHCARE CORPORATION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

Re: Hours of Work for All Information Systems Employees.

The parties agree that the core hours of work for the above mentioned group of employees shall be from 0700 hrs. to 1630 hrs.

The core hours may temporarily change to meet the needs of the corporation such as: demands of patient care. IS projects and IS maintenance.

Signed at Belleville on the 14 day of July, 2006.

For the Hospital

Sandra J. Deerington
Susan M. Fee

For the Union

R. Adair
M. Braughn

LETTER OF UNDERSTANDING

between

QUINTE HEALTHCARE CORPORATION

and

SERVICE EMPLOYEES' INTERNATIONAL UNION
Local 1.0n

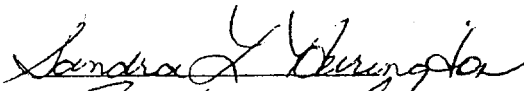

RE: Call-Back Pay – Programmer Analyst and Computer Operator

The Hospital and the Union agree to formally document the proposed method of resolving the matter of call-back pay under Schedule "A" of the Collective Agreement for the classifications of Programmer Analyst and Computer Operator only, as follow:

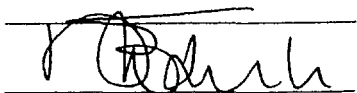
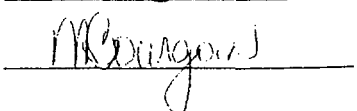
1. The current practice of attempting to resolve computer programming problems at the Hospital from the employee's home will continue.
2. In the event that, in order to resolve the computer programming problem(s) from their home, the time involved in each call to the Hospital exceeds fifteen (15) minutes, the employee(s) will be paid time and one-half (1 %) for full amount of time it takes to resolve the particular problem.
3. It is further understood that in situations where a Programmer Analyst or Computer Operator is required to attend at the Hospital to resolve a computer programming problem and comply with the reporting requirements of the department, they will be compensated in accordance with the provisions of Schedule A.04 of the current collective agreement.
4. The parties agree that they will discuss any mutual concerns in the future that may arise as a result of the implementation of this letter.

Signed at Belleville, Ontario this 18th day of July, 2006.

FOR THE HOSPITAL

FOR THE UNION

QUINTE HEALTHCARE CORPORATION

**NOTICE OF INTEREST FOR CASUAL HOURS
(S.E.I.U., Local 1.0n)**

Name: _____

Present Position: _____

Please accept this as notice that I am available and willing to work additional hours within S.E.I.U. Local 1.0n's clerical bargaining unit at the following sites:

Belleville site _____
Trenton site _____
Picton site _____
Bancroft site _____

I would be willing to work in the following classifications (you may only work in a maximum of two classifications)

I have the following experience or am willing to be trained if the **opportunity** arises:

APPLICANT'S STATEMENT

I hereby submit this request for casual position(s) and acknowledge that I am subject to the provisions of Article 12.06 of the Collective Agreement with the respect to the primary responsibility being to accept hour in my regular part time position or initial casual position.

Date: _____

Employee Signature: _____

For Human Resources Use Only:
Received in Human Resources: Date _____ By: _____

Date Acknowledgement sent to employee: _____
Seniority Hours: _____ As at: _____

NOTICE

This form will be in effect until December 31st in **the** year it was received and must be renewed every year after December 31st to remain current

APPENDIX "A"

VACATION ALLOWANCE

Vacation	Vacation Entitlement	Fraction	in Days
Hired.	July 1 – July 15 inclusive (of present vacation year)	12/12	10 days
	July 16 – Aug. 15	11/12	9 days
	Aug. 16 – Sept. 15	10/12	8 days
	Sept. 16 – Oct. 15	9/12	8 days
	Oct. 16 – Nov. 15	8/12	7 days
	Nov. 16 – Dec. 15	7/12	6 days
	Dec. 16 – Jan. 15	6/12	5 days
	Jan. 16 – Feb. 15	5/12	4 days
	Feb. 16 – Mar. 15	4/12	3 days
	Mar. 16 – Apr. 15	3/12	3 days
	Apr. 16 – May 15	2/12	2 days
	May 16 – June 15	1/12	1 day
	June 16 – June 30		nil

This schedule applies only to employees of the Hospital covered under Article 21.01 a)(ii).

Service Employees Local 204 Wage Scale – Site Specific
As at March 16, 1999
(Pay Equity Adjustments April 1, 1999 and October 11, 1999)

CLASSIFICATION	Effective	Commence	1 Year	2 Years	3 Years	4 Years
Belleville General/ North Hastings						
Copy Machine Clerk Receptionist-Access	16-Mar-99	13.639	13.804	13.968	14.137	14.307
Clerk/Typist File Clerk	16-Mar-99 1-Apr-99	14.433 14.933	14.604 15.041	14.775 15.118	14.944 15.206	15.114 15.206
Switchboard Operator Team Assistant	11-Oct-99	15.083	15.191	15.269	15.358	15.358
Computer Operator	16-Mar-99	14.751	14.923	15.094	15.262	15.434
ACC Admitting Clerk Accounting Clerk Billing Clerk Cashier/AR Clerk Data Entry Clerk Medical Records Clerk Medical Transcriptionist Receptionist-Radiology Payroll Clerk Support Services Clerk	16-Mar-99	15.610	15.778	15.948	16.119	16.287
Ambulance Dispatcher Med. Records Technician	16-Mar-99	16.029	16.200	16.371	16.539	16.709
Programmer/Analyst	16-Mar-99	15.291	16.114	16.938	17.762	18.586

CLASSIFICATION	Effective	Commence	1 Year	2 Years
Trenton Memorial				
Medical Secretary	1-Apr-99	17.287	17.480	17.595
Health Records Technician	11-Oct-99	17.460	17.654	17.770
Accounting Clerk II				
Central Booking Clerk				
X-Ray Dicta Typist				
Accounting Clerk I	1-Apr-99	15.606	15.809	15.895
Ward Clerk	11-Oct-99	15.762	15.967	16.053
Health Records Clerk				
Clerk PBX				
Lab/Health Records				
Dicta Typist				
Purchasing Inventory Clerk				

CLASSIFICATION	Effective	Commence	1 Year	2 Years	3 Years
Prince Edward County Memorial					
Clerk I	1-Apr-99	16.580	16.748	16.927	17.117
	11-Oct-99	17.341	17.514	17.701	17.900
Health Records Technician	1-Apr-99	17.296	17.464	17.685	17.863
	11-Oct-99	18.087	18.262	18.493	18.682
Dicta-Typist	1-Apr-99	16.548	16.727	16.906	17.117
	11-Oct-99	17.304	17.493	17.680	17.900
Accounting Clerk	1-Apr-99	16.559	16.727	16.936	17.117
	11-Oct-99	17.317	17.493	17.711	17.900

Service Employees Local 204 Wage Scale – Corporate
As At January 1, 2000, March 16, 2000 and March 16, 2001
As of October 11, 2003

(Pay Equity Adjustment October 11,2000)

(amended to remove obsolete classifications)

Pay Equity Adjustment October **11, 2000**

CLASSIFICATION	Effective	Commence	1 Year	2 Years	3 Years
1.					
Clerk Typist/File Clerk	1-Jan-00	14.608	14.858	15.108	15.358
Switchboard Operator	16-Mar-00	14.900	15.155	15.410	15.665
	11-Oct-00	15.198	15.458	15.718	15.978
	16-Mar-01	15.350	15.613	15.876	16.138
	11-Oct-01	15.734	16.003	16.273	16.541
	11-Oct-02	16.206	16.483	16.761	17.037
	3% 11-Oct-03	16.692	16.978	17.264	17.548
2.					
Printing Representative	1-Jan-00	13.557	13.807	14.057	14.307
	16-Mar-00	13.828	14.083	14.338	14.593
	16-Mar-01	15.390	15.640	15.890	16.140
	11-Oct-01	15.775	16.031	16.287	16.544
	11-Oct-02	16.248	16.512	16.776	17.040
	3% 11-Oct-03	16.735	17.007	17.279	17.551
3.					
Accounting Clerk I	1-Jan-00	15.303	15.553	15.803	16.053
	16-Mar-00	15.609	15.864	16.119	16.374
	11-Oct-00	15.921	16.181	16.441	16.702
	11-Oct-02	16.399	16.667	16.935	17.219
	3% 11-Oct-03	16.891	17.167	17.443	17.719
4.					
Medical Records Clerk/	1-Jan-00	15.537	15.787	16.037	16.287
Health Records Clerk	16-Mar-00	15.848	16.103	16.358	16.613
Diet Office Representative	16-Mar-01	16.006	16.264	16.521	16.779
Resource Centre Representative	11-Oct-01	16.406	16.761	16.934	17.198
Material Analyst	11-Oct-02	16.899	17.264	17.442	17.714
Application Services Assistant	11-Oct-03	17.406	17.782	17.966	18.246
Support Services Clerk, Admitting Clerk	3%				
5.					
Central Booking Clerk O.R.	1-Jan-00	17.020	17.270	17.520	17.770
Booking Clerk	16-Mar-00	17.360	17.615	17.870	18.125
PreOp Booking Clerk	11-Oct-00	17.708	17.968	18.228	18.488
	16-Mar-01	17.885	18.147	18.410	18.673
	11-Oct-01	18.332	18.601	18.870	19.140
	11-Oct-02	18.882	19.159	19.436	19.714
	3% 11-Oct-03	19.448	19.734	20.020	20.305
6.					
Clerk I, Clerk PBX,	1-Jan-00	17.150	17.400	17.650	17.900
Clerk Typist NHDH	16-Mar-00	17.493	17.748	18.003	18.258
Medical Transcriptionist	11-Oct-00	17.843	18.103	18.363	18.623
Health Records Dicta Typist, Medical Stenographer	16-Mar-01	18.021	18.284	18.547	18.809

Dicta Typist		11-Oct-01	18.472	18.741	19.011	19.279
UCC Clerk	3%	11-Oct-02	19.026	19.303	19.581	19.857
Receptionist Radiology		11-Oct-03	19.597	19.882	20.169	20.453
Clerk Receptionist Radiology						
Diagnostic Clerk/Radiology						
Accounting Clerk, Billing Clerk						
Cashier/Accounts Receivable						
Clerk						
Accounting Clerk II						
Diabetes Education Clerk						

7.						
Clinical Information Assistant-Trainee		1-Jan-00	16.287	16.205		
		16-Mar-00	16.613	17.549		
		16-Mar-01	16.779	17.725		
		11-Oct-01	17.198	18.168		
		11-Oct-02	17.714	18.713	0.000	0.000
	3%	11-Oct-03	18.245	19.275	0.000	0.000

8.						
Clinical Information Assistant		1-Jan-00	18.213	18.39	18.622	18.813
Purchasing Representative		16-Mar-00	18.577	18.757	18.995	19.189
		16-Mar-01	18.763	18.945	19.185	19.381
		11-Oct-01	19.232	19.419	19.664	19.866
		11-Oct-02	19.809	20.001	20.254	20.462
	3%	11-Oct-03	20.403	20.601	20.862	21.075

9.						
Clinical Information Consultant		1-Jan-00	20.567	21.317	22.067	22.817
		16-Mar-00	20.978	21.743	22.508	23.274
		16-Mar-01	21.188	21.960	22.733	23.506
		11-Oct-01	21.718	22.509	23.301	24.094
		11-Oct-02	22.369	23.184	24.000	24.817
	3%	11-Oct-03	23.040	23.880	24.720	25.561

10.						
Desktop Analyst		Commence	24.600	25.350	26.100	26.850
Telecommunication/		16-Mar-01	25.659	26.409	27.159	27.909
Network Analyst		11-Oct-01	26.300	27.069	27.838	28.607
PI Applic. Services Consultant		11-Oct-02	27.089	27.881	28.673	29.465
MM Applic. Services Consultant		11-Oct-03	27.902	28.718	29.533	30.349
Doc.Applic. Services Consultant						
Clinical Application Services Consultant						
Diagnostic Application Services Consultant						
