

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MICHAEL GARRON HOSPITAL**

**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA  
C.L.C.  
(WITHDRAWAL MANAGEMENT UNIT)  
FULL-TIME AND PART-TIME**

**EFFECTIVE: OCTOBER 11, 2016**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## **ARTICLE 2 - RECOGNITION AND COVERAGE**

- 2.01 The Hospital recognizes the Union as the sole bargaining agent for all employees of **Michael Garron Hospital** at its Withdrawal Management Centre in the Municipality of Metropolitan Toronto, Ontario, save and except supervisors and persons above the rank of supervisor.
- 2.02 The terms "employee" or "employees" as used in this Agreement shall mean only those employees who are included in the bargaining unit as defined in Article 2.01 above.
- 2.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.
- 2.04 The terms and conditions of this collective agreement apply to part-time employees (who are all employees of the Hospital at its Detoxification Centre in the Municipality of Metropolitan Toronto, regularly employed for less than twenty-four (24) hours per week and students employed for the summer vacation period save and except supervisors and persons above the rank of supervisor) except as specifically modified by Article A as follows: Where any conflicts exist between the following in Article A and any other articles of this collective agreement the following shall take precedence in the case of a part-time employee.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided that a claim by an employee who has completed **their** probationary period for discharge or discipline without just cause may be subject of a grievance and dealt with as hereinafter provided;
  - (c) generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public;
  - (d) make, enforce and alter, from time to time, reasonable rules and regulations

to be observed by the employees not inconsistent with the provisions of this Agreement; generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the standard of performance, the number of personnel required, the service to be performed and the methods, procedures and equipment in connection therewith, provided these are not inconsistent with the terms of this Agreement.

## **ARTICLE 4 – DEFINITIONS**

### **4.01 Temporary Employees**

Employees may be hired for a specified term, not to exceed **twelve (12)** 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 fourteen (14) months where the leave of the person being replaced extends that far. **If the leave of absence is related to parental leave, the term may be extended by the Hospital on its own up to eighteen (18) months.** 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.

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, each employee shall be subject to a one (1) time Union Initiation Fee as directed by the Secretary Treasurer of the month. Initiation Fee and Dues deductions shall commence in the month 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.

Monthly deductions and or minimum dues shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15<sup>th</sup> of the month following

which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues of the month following with the reason why dues were missed. The Hospital will endeavour to provide such monthly dues to the Union in an electronic format on a template provided by the Union.

In consideration of the deducting Initiation Fees and 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.

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 upon commencement of employment all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of their probationary employment for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital premises (including the Withdrawal Management Centre) in a room designated by the Hospital, and the employees shall report to this room for interview during the interview period.

## **5.03 Employees Lists**

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, (electronic mail) wherever possible, the parties will meet to discuss the format in which the information will be set out. The Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

## **ARTICLE 6 – NO STRIKE/LOCKOUT**

6.01 The Hospital agrees that, during the term of this Agreement, there will be no lockout.

6.02 The Union agrees that, during the term of this Agreement, there will be no strikes,



shut-downs, stoppages of work or any acts of any nature which would tend to interfere with the Hospital's operations, nor picketing of any kind or form whatsoever, however peaceful.

- 6.03 Any employee participating in any such strikes, shut-downs, stoppages of work, acts of any nature which would tend to interfere with the Hospital's operations or picketing of any kind or form whatsoever, however peaceful, may be subject to discipline, including discharge.

## **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 one (1) employee 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) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration.

### **7.02 Union Stewards**

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of **their** duties, a Union steward is required to enter an area within the Hospital in which **they are** not originally employed, **they** shall report **their** presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming **their** regular duties and responsibilities, such steward shall again report to **their** immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during **their** regular scheduled working hours.

### **7.04 Negotiating Committee**

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of the

Chief Steward and one (1) member of the bargaining unit who have completed their probationary period.

- (b) The purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (c) 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.
- (d) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

#### **7.05 Labour-Management Committee**

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings shall be deemed to be at work for which the representative(s) shall be paid by the Hospital at **their** regular or premium rate as may be applicable.

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.

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

- 7.06 The Union shall keep the Hospital notified in writing of the names of Union steward and or Committee Members appointed or selected under this Article as well as the effective date of their respective appointments.

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

- 8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.
- 8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of **their** steward. In the case of suspension or discharge, the Hospital shall notify the employee of **their** 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. Time limits for filing a grievance in the suspension or discharge shall commence with the notice by the employer.

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

Such complaint shall be discussed with **their** 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 **their** immediate supervisor's decision in the following manner and sequence:

### **Step 1**

Grievances shall be submitted in writing to the immediate supervisor or Hospital designate and signed by the Grievor and the Steward. The supervisor or Hospital designate shall deliver their decision in writing within five (5) days following the day on which the written grievance was presented. The Union and the supervisor may meet to discuss the grievance at a time and place suitable to both parties.

### **Step 2**

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

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

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

#### **8.05 Policy Grievance**

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

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 **they** 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 SEIU Local 1 Canada Union Representative.

#### **8.06 Group Grievance**

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the manager or Hospital designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance have occurred or ought reasonably to have come to their attention.

#### **8.07 Discharge Grievance**

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

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

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full

compensation for time lost,

- (c) any other arrangement which may be deemed just and equitable.
- 8.08 (a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.
- 8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee (s).
- 8.10 (a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part

of this Agreement.

- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 8.18
  - (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation/Arbitration at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration.
  - (b) Grievance Mediation/Arbitration will commence within (21) days of the grievance being submitted to mediation/arbitration or longer period as agreed by the parties.
  - (c) No matter may be submitted to Grievance Mediation/Arbitration which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure,
  - (d) The parties shall agree on a mediator/arbitrator.
  - (e) As the process is intended to be informal. Lawyers will not be used.
  - (f) If possible, an agreed statement of facts will be provided to the Mediator/Arbitrator and if possible, in advance of the Grievance Mediation/Arbitration Conference.
  - (g) The Mediator/Arbitrator will have the authority to meet separately with either party.
  - (h) The Union and Employer will share the cost of the Mediator Arbitrator, if any.

- (i) If arbitration is necessary the Mediator/Arbitrator will establish the process other than subsection (e).

## **ARTICLE 9 – SENIORITY**

### **9.01 Probationary Period**

#### **Full-Time**

A new employee will be considered on probation until **they have** completed six (6) months of work within any twelve (12) calendar months. Upon completion of the probationary period **they** shall be credited with seniority as date of hire. 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. Such extensions shall not be unreasonably denied. 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 **they have** completed 975 hours of work within any twelve (12) calendar months. Upon completion of the probationary period **they** shall be credited with seniority equal to 975 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. Such extensions shall not be unreasonably denied. 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.

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

#### **Part-Time**

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1840 hours worked in the bargaining unit as of the last date of

hire, except as otherwise provided herein.

Effective March 8, 2012 (date of award) part-time employees shall accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit. Similarly, wage progression shall be determined on the basis of 1725 hours worked equates to one (1) year of service.

Seniority will operate on a bargaining unit wide basis.

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

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

$$\frac{\text{Employees' hours of service} \times 1725}{1950} = \text{Converted hours of service 2080}$$

### **9.03 Transfer of Service and Seniority**

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for **their** full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1840 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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

### **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 satisfactory explanation.
- (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 forty-eight (48) months; employee fails, upon being notified of a recall, to signify **their** intention to return within five (5) working days after **they have** received the notice of recall, and fails to report to work within ten (10) working days after **they have** received the notice of recall;

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

- (f) A seniority list will be supplied to the Union by the Hospital no later than the 30<sup>th</sup> day of May and the 30<sup>th</sup> day of November of each year and shall be sorted by Classification and Seniority within.

## 9.05 Effect of Absence

### Full-Time

Unless otherwise provided in this Collective Agreement:

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

- (d) An employee who is transferred to a position outside of the bargaining unit for a period of up to fourteen (14) months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of return to the bargaining unit. The parties agree to meet and discuss any extension period beyond fourteen (14) months; extensions shall not be unreasonably denied. Transfers beyond the 14 months without the parties agreement will result in a loss of seniority.

An employee who accepts a transfer under Article 9.05 (d) will only be required to pay the minimum union dues for any complete calendar month during which no bargaining unit work is performed. Payment of these minimum dues in no way expands the Union's Scope or Recognition clause.

### **Part-Time**

Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

Part-time employees shall accrue 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.

## **ARTICLE 10 – JOB SECURITY**

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

(b) **Staff Planning Committee**

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed 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 **their** regular or premium rate as may be applicable. The Hospital shall make typing and other such clerical assistance available as required.

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

### **Disclosure**

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

### **Accountability**

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

## **10.02 Notice of Lay-off**

### **(a) Notice**

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no

less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from **their** classification or area of assignment who would otherwise be entitled to notice of layoff provided:
  - (i) reassignments will occur in reverse order of seniority;
  - (ii) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
  - (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
  - (iv) 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;
  - (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
  - (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The 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) (i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 10.02 (a) (ii) that **their** position will be eliminated, **they** shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of

resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to article 10.02(a)(ii) that **their** position will be eliminated, **they** shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 10.02 (a) (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits **their** 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 fifty-two (52) weeks on the basis of the employee's normal weekly earnings.

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

**(c) Voluntary Exit Option**

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.

- (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

- (d) A full-time employee who has completed one year of service and
  - (i) whose lay-off is permanent, or
  - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

#### **10.04 Layoff 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 has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying

classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a higher paying classification provided **they** can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided **they have** the ability to perform the work before such opening is filled on a regular basis under a job posting procedure.
- (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 **they were** laid off shall have the privilege of returning to the position **they** 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 **their** intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail addressed to the last address on record with the

Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for **their** proper address being on record with the Hospital.

- (h) Employees on 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 **their** 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 forty-eight (48) months from the date of lay-off.

#### **10.05 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.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article 10.02 (a) of its intention to eliminate the position.

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

11.03 Employees shall be selected for positions under Article 01 on the basis of their



ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01, and selection shall be made in accordance with Article .03 above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to **their** former position.
- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then **they** shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels **they are** unable to perform the duties of the vacancy to which ~~he~~ **they or their** is posted, the employee will be returned to **their** former position at **their** former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed or an opportunity arises which allows the employee to change **their** permanent status.

#### **11.09 Job Posting**

**An employee that fills a temporary vacancy will not be eligible for other temporary positions, unless the start of the new assignment begins after the expiration of the exiting assignment, or unless otherwise indicated by the Hospital.**

## **ARTICLE 12 – NO CONTRACTING OUT**

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

12.02 Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is contracted, and any subsequent such contractor agrees:

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute an agreement with the Union to that effect.

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

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

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

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

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

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

## **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 **their** 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 effects (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 layoff 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 legislation's

## **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 four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, sibling or parent. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of **their** immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent or step-child. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of **their** aunt or uncle, niece or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

### **15.02 Education Leave**

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write

examinations to upgrade **their** 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.
- (d) Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.

### 15.03 Jury and Witness Duty

#### Full-Time

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

Where the employee's attendance is required during a different shift than **they are** scheduled to work that day, the Hospital will attempt to reschedule the shift to

include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

### Part-time

- .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 **they** 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 for the regularly scheduled shifts 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 a day on which **they have** not been scheduled to work, **they** shall be paid for all hours actually spent at such hearing at **their** regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (a)(b) and (c) above.

## 15.04 Pregnancy Leave

### 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 **they** shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (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 **their** regular weekly earnings and the sum of **their** weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that **they are** 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 **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours plus any wage increase or salary increment that **they** would be entitled to if **they** were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the first week 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) **For Full-Time employees**, 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 **they** not been on pregnancy leave, the employee shall be reinstated to **their** 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 **they** shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (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 **their** regular weekly earnings and the sum of **their** weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that **they are** 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 **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours plus any wage increase or salary increment that **they** would be entitled to if **they** were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the first 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) **For Part-Time employees**, 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 **they** not been on pregnancy leave, the employee shall be reinstated to **their** 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.
- (d) An employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) **Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to they or their former duties, on the same shift in the same shift in the same department, and at the same rate of pay.**
- (f) 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 **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that **they are** 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 **their** regular hourly rate on **their** last day worked prior to the



commencement of the leave times **their** normal weekly hours plus any wage increase of salary increment that **they** would be entitled to if **they** were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the first week 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.

- (g) 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.
- (h) **For Full-Time employees**, 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.
- (i) Subject to any changes to the employee's status which would have occurred had **they had** not been on parental leave, the employee shall be reinstated to **their** former duties, on the same shift in the same department, and at the same rate of pay.
- (j) **Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be no greater than what would have been payable had they or their employee elected to receive the standard parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.**
- (k) **Where an employee has become a natural father or has qualified to adopt a child, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption, Such request for an extension of the parental leave shall not be unreasonable withheld.**

**It is understood that during any such extension of the parental leave, credit for service or seniority for the purposes of salary increments, vacations, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.**

## 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.

- (d) An employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 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 **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that **they are** 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 **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours plus any wage increase of salary increment that **they** would be entitled to if **they** were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of **their** normal weekly earnings during the first week 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.

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.

**For Part-Time employees,** 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.

- (g) Subject to any changes to the employee's status which would have occurred had **they** not been on parental leave, the employee shall be reinstated to **their** former duties, on the same shift in the same department, and at the same rate of pay.
- (h) **Where an employee has become a natural father or has qualified to adopt a child, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption, Such request for an extension of the parental leave shall not be unreasonable withheld.**

**It is understood that during any such extension of the parental leave, seniority and service do not accumulate.**

## **15.06 Full-Time Union Leave**

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

## **15.07 Union Leave**

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital
- (c) The total number of days shall not exceed ten (10) days. Not more than two (2) employees shall be absent at any one time and not more than one (1) from the same department.
- (d) 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 terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or 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 **their** 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**

Employees needing unpaid personal leave days for appointments with medical practitioners may apply for personal leave, which leave will not be unreasonably withheld.

### **15.10 Medical Care and Emergency Leave**

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

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

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

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

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall

reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

#### **15.11 Compassionate Care Leave**

The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums)

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the Employment Standards Act.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had **they** not been on compassionate care leave, the employee shall be reinstated to **their** former duties, on the same shift in the same department, and at the same rate of pay.

### **ARTICLE 16 – HOURS OF WORK**

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

- (a) The standard work week for all full-time employees shall average forty (40) hours per week inclusive of a one-half (½) hour paid meal period over the two (2) week pay period scheduled by the Hospital. It is understood, however, that this shall not be nor be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules, and some employees may be regularly scheduled to work less than forty (40) hours per week. The daily hours shall be eight (8) hours inclusive of one-half (½) hour meal break.

The standard work week shall average thirty-seven and one-half (37.5) hours per week exclusive of one-half (1/2) hour unpaid meal period for the following classifications: Community Withdrawal Counselors, Day Withdrawal Counselors and CSC Case Managers.

- (b) The parties recognize that the Withdrawal Management Centre must be adequately staffed at all times. Staff going off shift shall continue to attend the unit until the oncoming staff arrive and have received any information of immediate importance to the operation of the unit. This overlap time of up to fifteen (15) minutes forms part of the normal working day and is not subject to additional compensation. The manager will assist the staff in spreading the weight of this responsibility in cases where the staff cannot agree on what is fair among themselves.

## **16.02 Rest Periods**

All employees required to work a total of eight (8) or more hours in a day shall be entitled to two (2) fifteen (15) minute rest periods, one each in the morning and afternoon, providing each half shift is at least four (4) hours in duration.

Each employee shall be allowed a lunch period with pay, of not less than thirty (30) minutes in duration. The Hospital shall continue its policy in attempting to allow continuous and uninterrupted lunch periods provided that adequate coverage is maintained.

### **Full-Time**

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 nor a guarantee of working schedules.

## **16.03 Time Off Between Shifts**

### **Full-time**

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.

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.

- 16.04 (a) Employees reporting late for work may be disciplined.
- (b) The Hospital agrees to post schedules of work not less than one (1) week and preferably two (2) weeks in advance of the commencement of the schedule. It is understood, however, that where it is necessary to change an employee's schedule, such change in schedule shall not result in premium payment to the employee affected.
- (c) Authorized leave of absence for Union business and statutory holidays shall



be considered as time worked for the purpose of computing overtime pay under section 22.02.

- (d) Except where employees are otherwise regularly scheduled for less than eight (8) hours per day (and except in cases of emergency) the regular shift shall comprise eight (8) hours of work inclusive of meal periods.
- (e) In the case of any change in current scheduling practices, the Hospital will provide the union with thirty (30) days notice in advance of the effective date of the change and provide for consultation with staff as soon as possible. The Hospital further agrees that schedules so implemented will provide arrangements that are approximately equivalent to those provided for similar categories of staff elsewhere in the Hospital.

## **ARTICLE 17 – PREMIUM PAYMENT**

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

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

### **17.02 Definition of Overtime (Overtime Premium)**

#### **Full-Time**

Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Hospital.

Call-back shall not be considered as hours worked for the purpose of this Article.

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

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time **their** straight time hourly rate for all additional contiguous hours worked.

#### **Part time**

Employees shall be entitled to payment of time and one-half ( $1 \frac{1}{2}$ ) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half ( $7 \frac{1}{2}$ ) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such

period for this purpose shall not exceed two (2) weeks.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonably authorized overtime work.

Call-back shall not be considered as hours worked for purposes of this Article. Overtime premium will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time **their** straight time hourly rate for all additional contiguous overtime hours worked.

### **17.03 Reporting Pay**

#### **Full-Time**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the hospital. The Reporting Allowance outlined 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 \$3.00 (\$3.30 effective April 21, 2015) per hour for all hours on standby. Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

### **17.05 Call Back**

- (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1 1/2) 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 (2) call back premiums within one such four (4) hour period, and to the extent that call

back overlaps and extends into the hours of **their** regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing an employee who has worked **their** full shift on a holiday and is called back shall receive the greater of 2 1/2 times **their** regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half **their** straight time hourly rate, subject to the other provisions set out above.
- (d) Part-time call-in for non-scheduled, non-overtime shifts will be offered on a rotating basis. For clarity, the purpose of this letter is to ensure that all part-time employees are offered shifts in a fair and equitable manner by seniority.

#### **17.06 Shift Premium**

Employees shall be paid a shift premium one dollar and sixty-five cents (\$1.65) effective April 21, 2015 for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

**Effective October 11, 2016, increase to one dollar and seventy-five cents (\$1.75).**

**Effective October 11, 2018 increase to one dollar and eighty-five cents (\$1.85).**

#### **17.07 Responsibility Allowance Outside the Bargaining Unit**

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

#### **17.08 Overtime - Lieu Time**

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

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at time and one half times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

## **17.09 Paid Time to Working Time**

### **Full-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**

### **Full-time and Part-time**

Effective April 21, 2015 an employee shall be paid a weekend premium of one dollar and sixty-five cents (\$1.65) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, **they** will not receive weekend premium under this provision.

**Effective October 11, 2016, the weekend premium will increase to one dollar and seventy-five cents (\$1.75).**

**Effective October 11, 2018 the weekend premium will increase to one dollar and eighty-five cents (\$1.85).**

17.11 It is understood and acknowledged that the Hospital has the right to require employees to perform reasonably authorized overtime work. Notice of overtime will be given where possible.

17.12 Where an employee is required to work authorized overtime in excess of **their** regular scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half (2 ½) times **their** regular straight time hourly rate for such additional authorized overtime.

17.13 Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee may at the option of the employee be paid at the applicable overtime rate or receive time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one half (1 ½). With 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.

## **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 **their** normal shift, **they** shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

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

### **18.02 Uniform Allowance**

Not Applicable

### **18.03 Transportation Allowance**

Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of thirty-five (35) cents per kilometre unless the Hospital provides transportation between sites.

## **ARTICLE 19 – HEALTH AND SAFETY**

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

The employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

The Hospital agrees that one (1) Health and Safety Committee representative selected or appointed by the Union from among the bargaining unit employees, may submit items to the Agenda of the Health and Safety Committee, shall receive the Agenda and minutes for all meetings and may attend meetings when items relevant to the Withdrawal Management Centre are on the Agenda.

Such committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

Any representative appointed or selected in accordance with .02 hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in

accordance with the foregoing shall be granted and any representative(s) attending such meeting during regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

## **19.02 Protective Clothing**

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

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

## **19.03 Influenza Vaccine**

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

- (i) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (ii) If an employee refuses to take the recommended or required vaccine required under this provision **they** will be reassigned during the outbreak period, unless reassignment is not possible, in which case **they** will be placed on unpaid leave. If an employee is placed on unpaid leave, **they** can use banked lieu time or vacation credits in order to keep **their** pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
  - a. If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, **they** will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- b. If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- c. If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- d. This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

19.04 It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and health work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

19.05 The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

19.06 The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety committee too fulfil its functions. IN addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

19.07 Where the Hospital determine is that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

19.08 An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

19.09 Where the Hospital identifies high risk areas where employees are exposed to infectious and communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

The parties agree that the following language awarded by the Kaplan Board on November 7, 2006 forms part of this agreement.

1. It is the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
2. The parties full endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
3. The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The health and Safety Committee shall respect the confidentiality of the information.
4. Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
5. An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
6. Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

## **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 **their** 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 **their** regular straight time hourly rate for such additional authorized overtime.

### **Part-time**

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

## **20.02 Paid Holidays**

### **Full-Time**

Employees who have completed their probationary period shall receive the following paid holidays with pay:

New Year's Day	Civic Holiday
Good Friday	Boxing Day
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Family Day	

It is understood and agreed that in order to be eligible for such holiday with pay the employee must otherwise qualify in accordance with the following provisions, or as mutually agreed by Manager and employee.

Each employee shall be entitled to one (1) additional holiday with pay. Such holiday to be a float day. Such day to be scheduled by mutual agreement between the employee and the department head.

Employees who have not completed their probationary period shall nevertheless be eligible to receive holiday pay for the above-mentioned holidays which fall during such period providing they first successfully complete their probationary period and further providing they would have otherwise qualified in accordance with the following provisions.

Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at this regular rate of pay.

In order to qualify for holiday pay, the employee must work the full scheduled shift immediately preceding and immediately following the holiday. If, however, an employee's absence during the full scheduled shift immediately preceding or immediately following the holiday is due to illness, the employee will be entitled to holiday pay, but only in respect to a maximum of two (2) holidays during any one such illness. It is further understood that the Hospital may require a medical certificate confirming such illness. Payment made under this section will be

considered statutory holiday pay and such day shall not be considered absence due to illness for the purpose of Article 23.

An employee scheduled to work on a paid holiday and who does not report for work shall forfeit **their** holiday pay except in cases of absence for a reason satisfactory to the Hospital or verified illness for which a medical certificate may be requested.

An employee required to work on any of the paid holidays referred to in Section 20.02 shall be paid at time and one-half their regular straight time rate of pay for all hours worked on such holiday in addition to any holiday pay to which **they** may be entitled or an equivalent amount of time off in lieu thereof at the discretion of the Hospital.

In the event that the holiday falls within the employee's vacation period or scheduled days off, **they** will be granted an extra day's holiday with pay therefore on the same basis as herein provided at the option of the Hospital. An employee required to work on a holiday under these circumstances shall be paid for such work in accordance with section 19.05 above.

A shift that begins or ends during a statutory holiday where the majority of hours worked falls within the statutory holiday shall be deemed to be work performed on the statutory holiday for the full period of the shift.

Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium 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 the rate of time and one half times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

## **ARTICLE 21 – VACATIONS**

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

#### **Full-Time**

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

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

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

An employee who has completed five (5) years but less than thirteen (13) years of continuous service as of the employees anniversary date of hire shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed thirteen (13) but less than twenty-two (22) years of continuous service as of the employees anniversary date of hire shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-two (22) years but less than twenty-eight (28) years of continuous service as of the employees anniversary date of hire shall be entitled to six (6) weeks' annual vacation with pay.

An employee who has completed twenty-eight (28) or more years of continuous service as of the employees anniversary date of hire shall be entitled to seven (7) weeks' annual vacation with pay. For clarification, an employee will not be eligible to receive the seventh (7<sup>th</sup>) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

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.

## **Part-Time**

A part-time employee who has completed less than 3450 hours of continuous service as of the employees anniversary date of hire shall receive 4% of gross earnings.

A part-time employee who has completed 3450 hours but less than 8625 hours of continuous service as of the employee's anniversary date of hire shall receive 6% of gross earnings.

A part-time employee who has completed 8625 hours but less than 22,425 hours of continuous service as of the employee's anniversary date of hire shall receive 8% of gross earnings.

A part-time employee who has completed 22,425 hours but less than 37,950 hours of continuous service as of the employee's anniversary date of hire shall receive 10% of gross earnings.

A part-time employee who has completed 37,950 hours but less than 48,300 hours of continuous service or more as of the employee's anniversary date of hire shall receive 12% of gross earnings.

A part-time employee who has completed 48,300 hours of continuous service or more as of the employee's anniversary date of hire, shall receive 14% vacation pay.

For clarification, an employee who has received an additional 2% of gross earnings as a result of completing 51,750 hours or 60,375 hours in the vacation year that this agreement is effective shall not be eligible to receive 14% vacation pay until the following vacation year.

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

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

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

### **Full-Time**

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

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

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

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

## **21.03** Vacation period shall be arranged with the employee's department head, consideration being given to the needs of the department in question and the employee's wishes on a seniority basis.

An employee will not be permitted to take any vacation until **they have** completed six (6) continuous months of active employment with the Hospital.

It is understood that an employee cannot claim for sick leave benefits while on vacation.

Vacations are not cumulative from year to year and must be taken in the year in which they fall. The vacation year shall be from employee's anniversary to anniversary.

## **ARTICLE 22 – BENEFITS FOR PART-TIME EMPLOYEES**

### **Part-Time Only**

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 **their** regular straight time hourly rate for all straight time hours paid.

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

### **Full-Time Only**

#### **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 enrollment requirements.

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (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 and laser eye surgery (maximum of \$300.00 effective April 21, 2015) every 24 months plus bi-annual eye exams)) as well as a hearing aid allowance (cost of acquisition per individual every 36 months.)

**Effective date of ratification (April 9, 2019) increase vision care and laser eye surgery to \$350.00 every 24 months plus bi-annual eye exams)) as well as a hearing aid allowance (cost of acquisition per individual every 36 months.)**

Dec 10, 2003 orthopaedic shoes/orthotics the maximum annual coverage is \$1000 annually.

Reimbursement for prescribed drugs covered by the Plan will be based on the

cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Services of a chiropractor will be covered up to an annual maximum of \$300.00

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.

The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of nine dollars (\$9.00) per prescription. Effective April 21, 2015.

(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. 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.

(f) Hospital full-time, active/working employees enrolled in benefits, belonging to the SEIU bargaining unit between the ages of 65 and 70 will be entitled to continue their participation in Health and Dental benefits, which includes short term disability, as per the Hospital benefits plan.

LTD and Life Insurance coverage will cease at the age of 65.

All benefits will cease at the age of 70.

## **22.02 Change of Carrier**

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

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution 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.

**MGH** and SEIU agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective.

### **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.

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

## **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.

## **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 Income 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 **their** 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, **their** existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and **they** shall be entitled, on termination, to that portion of any unused sick leave dollars providing **they** 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 No sick pay benefit is payable under HOODIP for the first two (2) days of absence for the sixth (6<sup>th</sup>) and subsequent period(s) of absence in the same fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>).

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

.07 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the 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.

## **24.02 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 **they** would receive from Workers' Compensation if **their** claim was approved, or the benefit to which **they** 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.

## **ARTICLE 24 – PROGRESSION ON THE WAGE GRID**

### **Part-Time Only**

Collective Agreements currently containing a part-time wage grid shall continue

such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis that 1840 hours worked equals one (1) year of service.

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

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

Effective March 8, 2012 wage progression shall be determined on the basis of 1725 hours worked equates to one (1) year of service.

## **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**

#### **Full-Time**

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 **they** shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of **their** previous classification (provided that **they do** not exceed the wage rate of the classification to which **they have** been promoted).

### **25.03 Temporary Transfer**

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

### **25.04 Job Classification**

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same

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.

**(b) Revised Classification**

When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

**25.05 Job Descriptions**

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

**25.06 Wage and Classification Premiums**

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

**ARTICLE 26 – RELATIONSHIP**

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

There shall be no Union activity of any kind on the Hospital premises except with the written permission of the Hospital or as specifically provided in this Agreement. Such permission will not be unreasonably denied.

## **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 28 – PROFESSIONAL RESPONSIBILITY**

- 28.01 Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee or group of employees may submit their concerns to either the Joint Health and Safety Committee (as constituted under 19.01 or the Labour Management committee (as constituted under Article 7.05) through their union representative in a format to be determined by the respective committee.

## **ARTICLE 29 – DURATION**

### **29.01 Renewal**

Notwithstanding the foregoing provisions, either party to this agreement may give notice to the other party of its desire to bargain for amendments on 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 matters.

### **29.02 Term**

Retroactivity to October 11, **2016** should apply to the general wage increase and shall be paid on the basis of hours paid since that date. Retroactivity shall be paid within two (2) pay periods of the arbitration award giving rise to the present collective agreement. Employees who have terminated their employment since October 11, 2013 shall be given notice by registered mail at their address last known by the Hospital and shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

This agreement shall continue in effect until October 10, **2020** and shall continue automatically thereafter from year to year unless either party within 90 days prior to

the expiration date that it desires to amend or terminate this agreement.

29.04 In the event of such notification being given as to amendment of the agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed in following such notification.

29.05 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall automatically be extended until consummation of a new agreement or completion of the proceedings prescribed under the appropriate Ontario Statutes.

## **ARTICLE 30 – MISCELLANEOUS ITEMS**

### **30.01 Bulletin Board**

- (a) The Hospital will provide bulletin board space in areas designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an Officer of the local Union and submitted to the President or **their** appointee for approval prior to being posted.
- (b) The Hospital will continue its practice of supplying food for staff free of charge during their working hours.
- (c) It is mutually agreed that the Hospital and the Union will share equally in the cost of printing the current collective agreement.

30.02 The Employer will supply a filing cabinet which can be locked.

30.03 The employer will also allow the Union to hold unit meetings on site and a steward will not lose any money to attend three (3) meetings.

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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**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 Labor, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

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

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

**Article 1 - Work Unit and Employees Covered**

(Detailed and specific description of department and employees covered)

**Article 2 – Probation**

It is understood that a new employee working extended shifts will be considered on probation until **they have** completed nine hundred and seventy five (975) hours of work (130 x 7.5hours = 975).

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

**Article 3 – Hours of Work**

The normal or standard extended workday shall be \_\_\_\_\_ hours per day.

(Detailed description with an attached schedule where appropriate.)

(Where applicable)

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

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

#### **Article 4 – Scheduling**

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

#### **Article 5 – Overtime**

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.

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

#### **Article 6 – Rest and Meal Periods**

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

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

#### **Article 7 – Sick Leave and Long-Term Disability**

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

#### **Article 8 – Paid Holidays**

(Applicable to Full-time Employees Only)

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) **their** regular straight time



rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, **they** will receive a lieu day off with pay in the amount of **their** regular straight time hourly rate of pay times seven and one-half (7 ½ ) 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**

(Applicable to Full-time only)

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

(Applicable to Part-time only)

As set out in the collective agreement.

### **Article 10 – Temporary Transfers**

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

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

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

### **Article 12 – Termination**

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

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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**Letter of Intent**

**Full-Time and Part-Time**

**RE: Liability Insurance**

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

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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## **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 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 Bargaining Teams prior to the commencement of the next round of bargaining.

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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**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 sole arbitrator chaired by one of L. Davie, G. Charney, S. Raymond, F. Briggs or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

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

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

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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## **Letter of Understanding**

### **Re: Transformation in Health Care**

#### **Seniority Recognition**

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

#### **Right to Return or Transfer**

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

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

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

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

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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**LETTER OF UNDERSTANDING**

**RE: LOCAL HEALTH INTEGRATION NETWORKS**

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Staff Planning Committee, in accordance with Article 10.

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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**LETTER OF UNDERSTANDING**

**RE: VOLUNTARY PART-TIME BENEFITS**

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 22.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

Note: Part-time voluntary benefits are not arbitrable in local negotiations.

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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## **LETTER OF UNDERSTANDING**

### **JOINT HEALTH AND SAFETY INITIATIVES COUNCIL**

In recognition of the shared interest by Hospitals and SEIU in employee health, safety and wellness, the parties will establish a Joint Council to gather information, discuss and make recommendations on the health, safety and wellness of SEIU represented employees in the workplace. The Council will be comprised of equal representation from the OHA and SEIU.

The parties will invest in this Council the authority and, on a cost shared basis, the funds it needs to fulfil its mandate. Specifically, the mandate of the Council may include, but is not limited to, the following:

- The Council will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study;
- The use of experts in employee health, safety and wellness, if required;
- Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc....);
- For the purposes of this Council, items may include, but are not limited, discussions on promoting and maintaining healthy workplace initiatives, healthy lifestyles, ergonomics, and early/safe return to work.
- The Council will consist of two members from each party (not including staff members) for a total of four members and will meet on a quarterly basis.
- The parties agree that the Union members on the committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending committee meetings.

The parties will meet within 90 days of the ratification of the Memorandum of Settlement to agree on the work of the Council, including costs, and other items as deemed appropriate.

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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**LETTER OF INTENT**

**RE: INNOVATIVE/FLEXIBLE SCHEDULING**

Where the local parties agree, arrangements regarding innovative/flexible scheduling may be entered into between the parties at the local level.

Such innovative schedules may be subject to the following principles:

- (a) these schedules may pertain to full-time and/or part-time
- (f) Such arrangements shall be established by mutual agreement between the Hospital and the Union.

**SIGNED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ .**

**FOR THE UNION**

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**FOR THE HOSPITAL**

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**SCHEDULE A**  
**WAGES**

<b>Position</b>	<b>Effective Date</b>	<b>Start</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Withdrawal Management Counsellor</b>	<b>Current Rate</b>	\$22.91	\$24.22	\$25.10	\$25.54			
	<b>11-Oct-16</b>	\$23.23	\$24.56	\$25.45	\$25.89			
	<b>11-Oct-17</b>	\$23.56	\$24.91	\$25.81	\$26.25			
	<b>11-Oct-18</b>	\$23.89	\$25.25	\$26.17	\$26.62			
	<b>11-Oct-19</b>	\$24.30	\$25.70	\$26.63	\$27.09			
<b>Community Withdrawal Counsellor</b>  <b>Day Withdrawal Counsellor</b>  <b>CSC Case Manager</b>	<b>Current Rate</b>	\$33.11	\$34.11	\$35.13	\$36.18	\$37.27	\$38.39	\$38.96
	<b>11-Oct-16</b>	\$33.58	\$34.58	\$35.62	\$36.69	\$37.79	\$38.92	\$39.50
	<b>11-Oct-17</b>	\$34.05	\$35.07	\$36.12	\$37.20	\$38.32	\$39.47	\$40.05
	<b>11-Oct-18</b>	\$34.52	\$35.56	\$36.62	\$37.72	\$38.86	\$40.02	\$40.62
	<b>11-Oct-19</b>	\$35.13	\$36.18	\$37.27	\$38.38	\$39.54	\$40.72	\$41.33