

Unit No. 26A

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CAMBRIDGE MEMORIAL HOSPITAL**

**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**OFFICE AND CLERICAL – FULL TIME**

**EFFECTIVE:   OCTOBER 1, 2017  
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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CAMBRIDGE MEMORIAL HOSPITAL  
hereinafter called the "Hospital"  
OF THE FIRST PART**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA  
(FULL TIME OFFICE AND CLERICAL UNIT)  
hereinafter called the "Union"  
OF THE SECOND PART**

WHEREAS the Service Employees Union Local 204 certified on the 16th day of June, 1977 by the Ontario Labour Relations Board as the collective bargaining agent for all office and clerical employees of Cambridge Memorial Hospital in the City of Cambridge, Ontario, save and except secretary to the Administrator, secretary to the Assistant Administrator, secretary to the Director of Nursing, secretary to the Director of Finance, Human resources Assistant, Medical Staff Secretary, Supervisors, persons above the rank of supervisor and persons regularly employed for not more than twenty-four hours per week, students employed during vacation periods, and employees covered by existing collective agreements.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish an orderly, friendly collective bargaining relationship between the Hospital and certain classifications of employees represented by the Union which will not interfere with the successful operation of the Cambridge Memorial Hospital as a public service institution to provide adequate hospital and clinical services to the general public as determined by the Board of Directors of the Hospital.

**ARTICLE 2 - RECOGNITION**

2.01 The Hospital recognizes the Union as the sole collective bargaining agency for all office and clerical employees employed by Cambridge Memorial Hospital, save and except secretary to the Administrator, secretary to the Assistant Administrator, secretary to the Director of Nursing, secretary to the Director of Finance, Human resources Assistant, Medical Staff Secretary, Supervisors, persons above the rank of supervisors, persons regularly employed for not more than twenty-four hours per week and students employed during vacation periods and employees covered by existing collective agreements.

In addition to the positions listed above as exclusions from the bargaining unit, it is further understood the incumbents employed as clerk-typist, and staffing clerk, Nursing Office are employed in a confidential capacity and are excluded from the bargaining unit. Also the position of buyer and therapeutic diet technician are not included in the bargaining unit.

The Hospital undertakes that during the lifetime of this Agreement, it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

### **ARTICLE 3 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS**

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to hire, discharge, transfer, promote, demote or discipline, provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.02 The Union further recognizes the right of the Hospital to operate and manage the Hospital in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Hospital at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment at the Hospital at Cambridge, Ontario, are solely and exclusively the responsibility of the Hospital. The Hospital also has the right to make and alter from time to time rules and regulations to be observed by the employees and will inform the Union of such alterations or changes. The Hospital agrees that any such rules shall not conflict with the provisions of this Agreement.
- 3.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or any of the provisions of this Agreement shall be conclusively deemed to be sufficient cause for discharge or discipline of an employee, provided that nothing herein shall prevent an employee from going through the grievance procedure to determine whether or not such breach took place.

### **ARTICLE 4 - NOTICE OF TERMINATION**

- 4.01 At least two weeks written notice of intention to terminate employment must be given by the initiating party, provided that the Hospital may in lieu of notice, pay to the employee all outstanding wages and an amount equivalent to the salary which would otherwise accrue during the period of notice. Also any unpaid vacation pay which has accrued to the date of separation, in accordance with Article 25, will be paid to the terminating employee. This clause does not apply to an employee discharged for just cause.

4.02 Temporary Employees

Employees may be hired for a specific 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 **twelve (12)** months on mutual agreement of the Union, employee, **and Hospital**, or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority and service. For clarity, Article 9.01 (probationary period) does not apply to this group of employees during the period of the temporary assignment.

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

4.03 Union Representative

Union Representative is defined as Staff Representative of the bargaining agent as assigned by the President or designate.

4.04 Schedule A

The local wage grid shall be found at Schedule A. Any other provisions related to definitions including but not limited to the definition of full time, part time, or casual employees are to be continued under Article 4.

**ARTICLE 5 - DEDUCTION OF UNION DUES AND UNION SECURITY**

5.01 Union Dues

The Hospital agrees to comply with all dues and assessment deductions as directed by the Secretary Treasurer of SEIU Local 1 Canada.

The following refers to employees represented by SEIU Local 1 Canada covered by this agreement.

- (a) All Employees who are in the employ of the Hospital at the signing date of this Agreement and all new Employees who enter the employ of the Hospital after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.
- (b) All employees hired into the employ of the Hospital subsequent to the signing of this Agreement shall be subject to a one time initiation fee.
- (c) Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15th 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.

- (d) The Hospital shall, when remitting such dues, name the employees, their work site (if the bargaining unit covers more than one site) and the employee's social insurance number, highlighting new hires, resignations, terminations, new unpaid leave of absences of greater than 1 month and returns from leaves of absence. The Hospital will endeavour to provide such information in an electronic format on a template provided by the Union.
- (e) Union dues are not deducted from SUB plan payments and the Hospital has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.
- (f) The Hospital will provide each employee with a T4 slip showing the annual union dues and assessments paid by that employee for the year previous.
- (g) 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.
- (h) In consideration of the deducting of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

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

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

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

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

#### Union Orientation

A new employee will have the opportunity to meet with the representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting would be to acquaint the employee with such representative of the

Union and collective agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

The Hospital shall advise the Union on a monthly basis of:

- (a) the names of the new hires for orientation
- (b) the time and location within the workplace for the orientation

5.04 Employee Lists

Dues deducted shall be remitted to the Secretary-Treasurer of the local Union on or before the 25<sup>th</sup> day, if possible, but not later than the last day of the month in which they were deducted. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made and her or his 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 or greater than one (1) month and returns from leaves of absence. 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 and will endeavour to provide this information in an electronic format on a template provided by the Union. 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 STRIKES OR LOCKOUTS**

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strikes, slowdowns or stoppage of work, either complete or partial and the Hospital agrees there will be no lockout.

If any such action as herein referred to takes place, the Union will immediately instruct the employees concerned to return to work and perform her or his usual duties and resort to the grievance procedure established herein for the settlement of any conflict or grievances.

**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 **two (2)** employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.



- (b) The Hospital will recognize a Negotiating Committee of not more than four (4) in number to be determined by the Union from amongst employees in the bargaining unit, who have completed their probationary period for the purpose of negotiating amendments or renewal of this Collective Agreement. Employees acting on said Committee shall be compensated by the Hospital to the extent of her or his regular pay for such time spent in dealing with the matters arising out of the negotiations up to but not including the Arbitration stage.
- (c) The number of employees that may be absent at any one time will not be for more than four (4) employees, and not more than one (1) employee from any one department.

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

- one representing Health Records, Switchboard, Maintenance, Purchasing, Community Mental Health Centre, Food Service, Central Supply, Pharmacy, Physiotherapy
- one representing patient Accounts, Accounts Payable, Payroll, Radiology, Laboratory, Perioperative Services,
- one representing Clerical Associates
- one representing Registration and Emergency

Any two of who may form a committee to act at any specified time or on any specified issue. A representative of Local 1 Canada may attend any meeting of the committee with management if his/her presence is requested by either party. Each Steward shall be a permanent employee of the Hospital with seniority and regularly employed by the Hospital during his/her term of office. The Hospital agrees to permit Stewards to wear identification badges.

7.03 The Hospital will recognize and deal with any two of the above-named Stewards on any matter properly arising out of this Agreement, and both Parties will co-operate in the administration of this Agreement. The Hospital further acknowledges the right of the Union to appoint or otherwise select a Chief Steward from Steward Representation in Article 7.02.

7.04 The Hospital will only recognize an employee as a Steward if the name of the employee and the department he/she represents has been submitted by the Union to the Human Resources Department of 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 his or her 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.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE 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 his/her Steward. In the case of suspension or discharge, the Hospital shall notify the employee of his/her right in advance.

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

8.04 Early Resolution

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

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

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

Step 1

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

Step 2

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

A meeting will then be held between the Human Resources Department or designate and the Union Representative who may be accompanied by the Union Steward(s) or Grievance Committee as applicable 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 to the Union Representative.

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.

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

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

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

8.06 Group Grievance

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

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union Steward or by the Union Steward at Step 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 power 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 expenses 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.

#### **ARTICLE 9 - PROBATIONARY EMPLOYEES AND SENIORITY**

- 9.01 A new employee will be considered on probation until he has completed sixty (60) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the Union Representative, 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 In all cases of reduction of staff and in cases of promotion other than to appointments to supervisory positions, demotions and transfers to higher-paid jobs, the following factors shall apply:
- (a) seniority;
  - (b) qualifications, ability, skill and efficiency.

Where in the opinion of the Hospital the factors in (b) above are relatively equal, factor (a) shall govern.

In filling supervisory positions, the Hospital will give consideration to employees in its employ.

9.03 Definition of Seniority

Full-time employees will accumulate seniority on the basis of her or his 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.

9.04 Employees who have been laid off due to reduction of staff, and are subsequently re-employed, will have her or his length of service determined by the actual time they have been on the Hospital's payroll, provided such employees return to work when notified and subject to the conditions of Sections 15.03 and 15.04 below.

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

- (a) employee quits, resigns;
- (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 or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for the lesser of his/her length of seniority for forty-eight (48) months;
- (f) employee fails upon being notified of a recall to signify his or her intention to return within five working days after he or she has received the notice of recall and fails to report to work within ten (10) working days after he or she has received the notice of recall;

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

- 9.06 (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its

share of the premiums for up to thirty (30) months while an employee is in receipt of W.S.I.B. 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 lay-off 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 L.T.D. benefits, or while an employee is on sick leave (including the employment insurance period).

9.07 Any conflict or grievance having to do with the observance or non-observance of seniority rules as herein set out may be referred by the aggrieved employee to the grievance procedure. Any such grievance shall be taken up at Step No. 2 of the grievance procedure.

9.08 The Employer shall provide accurate copies of both the full-time and part-time bargaining unit-wide seniority lists to the Chief Stewards within thirty (30) days of the implementation of this agreement. Thereafter seniority lists will be provided to the Chief Stewards twice yearly April 1<sup>st</sup> and October 1<sup>st</sup> and posted by the Employer. The lists shall be in descending order of seniority including:

- Name
- Date of Seniority Date (FT)
- Seniority Hours worked (PT)
- Status (Employee type)
- Department
- Job Classification

If an employee does not challenge the position of his/her name on the seniority list within three (3) working days from the date his/her name first appears on the seniority list, provided he/she is at work when the list is posted, then he/she shall be deemed to have proper seniority standing. In the event the employee is not at work, he/she must object to his/her seniority standing within three (3) working days from the day he/she returns to work.

The Employer shall provide the Union electronic copies of the seniority lists.

#### **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 (3) 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 members of representatives of the Hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

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

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer or designate 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 her or his own recommendations.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

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

10.02 Notice of Lay-off

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed lay-off 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 lay-off, or pay in lieu thereof.

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

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

- (i) 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, qualifications 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 lay-off or bumping.

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

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

#### 10.03 Severance and Retirement Options

- a)
  - (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of 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 30 days after receiving notice pursuant to Article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- b) 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).
- c) A full-time employee who has completed one (1) year of service and
  - (i) whose lay-off is permanent, or
  - (ii) who is laid off for 26 weeks in any 52 week period, and who has not

elected to receive a severance payment under either (a) or (b) of this Article,

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

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

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits his/her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the hospital to a maximum of 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 lay-offs 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 his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

#### 10.04 Regional Staff Planning Committee

The parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the participating Hospitals.

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

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

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

#### 10.05 Lay-Off and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of her or his seniority within her or his 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 he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the 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 the opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the ability to perform the work.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held

prior to the lay-off should it become vacant within six (6) months of being recalled.

- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his/her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one (1) 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.

#### 10.06 Benefits on Lay-Off

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

### **ARTICLE 11 - JOB POSTING**

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5)

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

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 of its intention to eliminate the position.

- 11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, worksites, department and shift and a copy shall be provided to the Chief Steward or designate.
- 11.03 Employees shall be selected for positions under Article 11.01 on the basis of her or his ability, **transferrable skills**, 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 11.01, employees in other SEIU office and clerical 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 11.01, and selection shall be made in accordance with Article 11.03 above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies, consideration shall be given to part-time employees in SEIU office and clerical bargaining units who have recorded her or his interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain her or his part-time status and upon completion of the assignment the employee will return to his former position.
- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels that he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as well as 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 the 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 his or her permanent status **or post into a permanent position that is in a higher paying classification.**

#### **ARTICLE 12 - 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 being contracted, and any subsequent such contractor, agrees:

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

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

12.03 On request by the Union, the Hospital will 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**

- 14.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.
- 14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03 Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.
- 14.04 Employees who are pregnant shall not be required to operate VDTs. At her or his request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.
- 14.05 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment of VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.
- 14.06 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 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.

#### **ARTICLE 15 - ALL LEAVES OF ABSENCE**

- 15.01 The Hospital may grant leave of absence to employees for periods not exceeding thirty (30) days without pay and without loss of seniority. If the Hospital grants leave of absence in excess of thirty (30) days the employee shall not accumulate seniority beyond thirty (30) days. Any request for leave of absence shall be in writing.

15.02 It is mutually agreed that the Hospital will, upon request of the Union, grant a leave of absence without pay to not more than three (3) employees at any one time, and not more than one employee from any one department, for attendance at Union Conventions, Union Seminars, Negotiating Planning Sessions. Such request will be made in writing at least fourteen (14) days prior to its need, and will state the purpose and term of the leave.

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. If for unforeseeable circumstances less than fourteen (14) days noticed is provided, leave may be granted at the discretion of the Hospital.

No leave of absence will be for a period in excess of two (2) weeks and all such leaves will total not more than eight (8) weeks in any one calendar year. It being further understood and agreed that where such leave of absence is granted, the Hospital will continue to pay the employees for the period of leave of absence and submit an account to the Union for the employees' wages for such leave of absence.

#### 15.03 Jury and Witness Duty

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
  - (a) notifies the Hospital immediately on the employee's notification that he/she will be required to attend at a court;
  - (b) presents proof of service requiring the employee's attendance;
  - (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his/her regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he/she is required to attend on a regular day off, he/she shall be paid for all hours actually spent at such hearing at the rate of time and one-half his/her regular straight time hourly rate subject to (a), (b) and (c) above.

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

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

#### 15.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a death 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 or parent. Any employee who notifies the Hospital as soon as possible following a death will be granted bereavement leave for up to three (3) consecutive working days off, without loss of regular pay from regularly scheduled hours, in conjunction with the death of a member of his 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. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt, 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.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding their entitlement above, in order to accommodate religious and cultural diversity.

#### 15.05 Education Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the 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.

15.06 Pregnancy Leave

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 **employment**.

15.07 The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

15.08 **An employee may end her pregnancy leave earlier than the expected date of return by giving the Hospital written notice at least four weeks before the day she wishes to end the leave.**

15.09 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 employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1) week** Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1) 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.

- 15.10 Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- 15.11 The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contributions, if any.
- 15.12 Military Leave  
The parties agree that Section 50.2 of the Employment Standards Act, as amended from time to time, will apply.
- 15.13 The employer of an employee who has taken pregnancy leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- 15.15 Parental Leave  
Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous **employment**.
- 15.16 An employee, who qualified for parental leave, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- 15.17 **An employee may end his or her parental leave earlier than the expected date of return by giving the Hospital written notice at least four weeks before the day he or she wishes to end the leave.**
- 15.18 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 employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she/he is in receipt by the Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of **eleven (11)** weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours plus any wage increase or salary increment that she/he would be entitled to if she/he were not on parental leave.

**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 equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.**

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1)** 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.

15.19 Credits for service and seniority shall accumulate for a period of up to **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and **sixty-three (63)** weeks after the parental leave began otherwise, while the employee is on parental leave.

15.20 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 **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and **sixty-three (63)** weeks after the parental leave began otherwise, while the employee is on parental leave,

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

#### 15.22 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 spaced allotted, seniority shall govern.
- (e) During the four (4) years 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) years 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 his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

#### 15.23 Full-Time Union Office

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

#### 15.24 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.

#### 15.25 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 his or her Hospital that he or she 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.

15.26 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 he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 16 - HOURS OF WORK**

- 16.01 The work week for all full-time employees shall be an average of thirty-seven and one half (37½) hours, with an average of five (5) working days per week.
- 16.02 The working day for all full-time employees shall consist of seven and one half (7½) hours excluding one half hour unpaid meal period.
- 16.03 It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with five (5) work days in each week and ten (10) work days in each two (2) weeks, with the time off in each week being given, wherever possible, on consecutive days.

It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Hospital, and by the decision of the Hospital as to the number of staff required to be on duty at any one time. The Hospital will post minimum **six-week (6)** work schedules at least **two (2) weeks** prior to the commencement of the schedule. Once schedules are posted they will not be changed except in an emergency or by mutual consent. **Employees may exchange a full shift for personal reasons provided the exchange has been requested as per their departmental process, by both employees seven (7) calendar days prior to the exchange and has not been disapproved by the manager within forty-eight (48) hours of the exchange. Employees requesting an exchange with less than seven (7) calendar days' notice or an exchange for a portion of their shift require explicit manager approval. The Hospital shall not be responsible for the payment of overtime arising out of the change of a shift.**

The Hospital will endeavour not to schedule more than seven (7) consecutive days of work and undertakes not to exceed eight (8) consecutive days except in an emergency.

- 16.04 Where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and changeover of shifts and of thirty-nine (39) hours if there is one day off and of sixty-three (63) hours if there are two days off between the changeover of shifts.
- 16.05 **Scheduled work during Daylight Saving Time reverting to Standard Time or vice versa shall be paid at straight time for the actual hours worked.**
- 16.06 All employees will be allowed fifteen minutes relief in each half shift, at a time or times determined by the Program Manager.
- 16.07 Rest Periods  
When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

**ARTICLE 17 - WAGES, STAND-BY AND CALL-BACK, SHIFT PREMIUM**

17.01 Wages

The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in **the Job Classifications – Wage Rates** Schedule attached hereto which is hereby made a part of this Agreement.

17.02 The Hospital agrees that wages shall be paid on the regular payday every two (2) weeks, except when interfered with by the occurrence of a statutory, civic or religious holiday. In this case, the regular payday shall be advanced one day.

17.04 (a) Employees will be paid during working hours and usually during the last shift worked on the regular payday.

(b) Where the employer assigns an employee to be a lead hand, the employer shall pay the employee for each hour of the assignment a lead hand premium of \$1.00 per hour in addition to the applicable straight time hourly rate of pay for the employee's classification.

17.05 Stand-By

(a) 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 \$3.30 per hour (effective March 1, 2016).

Where such standby duty falls on a paid holiday, the employee shall receive standby pay in the amount of \$4.90 per hour (effective March 1, 2016).

(b) When an employee is called to work the standby allowance per shift shall cease.

17.06 Call-Back

(a) Where employees are called back to work after having completed a regular shift and prior to the commencement of her or his next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours of pay at the rate of time and one-half her or his regular hourly earnings. Where call back is immediately prior to the commencement of her or his regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

(b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call-back premiums within one such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his/her regular shift, (a) shall apply.

(c) Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 – 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by her own vehicle at the rate of thirty-five cents (\$0.35) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide the Hospital satisfactory proof of payment of such taxi fare.

17.07 Shift Premium

Employees who are required to work an afternoon or night shift shall be paid one dollar and ten cents (\$1.10) per hour for each full and completed afternoon or night shift. Shift premiums will not be paid for any hours in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Furthermore, the Hospital agrees to continue past practice on defining shifts eligible for premium.

Effective March 1, 2016 employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of her or his scheduled hours fall between 1500 and 0700 hours.

17.08 Paid Time To Working Time

Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked her or his 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.

17.09 Reporting Pay

The Hospital agrees that employees reporting for work on a regular scheduled shift, unless otherwise notified by the previous day, shall be provided with at least four hours work at the employee's current rate of wages. If no suitable work is available, employees shall be paid four hours pay in lieu of work. This clause shall not apply if the employee's failure to receive such notice was due to his/her absence the previous day, nor shall it apply where the Hospital's failure to provide him/her with work is caused by labour dispute, power failure, etc., or other cause beyond the control of the Hospital.

17.10 Weekend Premium

A weekend premium of one dollar and ten cents (\$1.10) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday or such other 48-hour period that the Hospital may establish. If an employee is in receipt of premium

payment pursuant to a scheduling procedure with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision. The premium will go into effect the date of the Award.

17.11 Overtime:

- (a) When an employee is required by the Hospital to perform work in excess of seven and one-half (7.5) hours in one day, he/she will be compensated at the rate of one and one-half (1.5) times his/her basic straight time hourly rate of pay for all overtime worked. It being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (b) 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 one and one-half times). 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 twelve (12) months of that work week.
- (c) Employees who work more than three (3) hours in excess of her or his regular scheduled shift and who qualify for overtime pay will be allowed a paid fifteen minute relief, at a time or times determined by the Program Manager.
- (d) 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 his or her straight time hourly rate for all additional contiguous overtime hours worked.

17.12 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.

17.13 Call-back shall not be considered as hours worked for purposes of this Article.

17.14 Responsibility Allowance

Where the employer temporarily assigns an employee to carry out the assigned responsibility of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of five (5) dollars for each shift from the time of the assignment.

**ARTICLE 18 – ALLOWANCES - LAB COATS/UNIFORMS AND SAFETY FOOTWEAR**

- 18.01 Where the Hospital requires laboratory coats to be worn, they shall be supplied, repaired and laundered by the Hospital; the number of laboratory coats to be supplied and the quality shall be at the discretion of the Hospital. Laboratory coats will remain the property of the Hospital and will be returned on termination of employment.
- 18.02 Where the Hospital requires uniforms to be worn, the Hospital shall either supply and launder uniforms or provide a uniform allowance of one hundred dollars (\$100.00) per year in a lump sum payment in the last pay period of June of each year.
- 18.03 The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provisions set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representatives 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<sup>st</sup> of each 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 his duties.

- 18.04 When an employee is required to and does work for three (3) or more hours of overtime after his/her normal shift he/she shall be provided with a hot meal or six dollars (\$6.00) 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 six dollars (\$6.00) payment.

**ARTICLE 19 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE**

- 19.01 (a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrences 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 on-going basis and employees shall attend required health and safety training sessions.
- (b) 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.

- (c) 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.
- (d) Where the Hospital determines 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.
- (e) 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.
- (f) 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.

19.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

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

19.04 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic, any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

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

19.05 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.



19.06 Any representative appointed or selected in accordance with 34.02 hereof shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during her or his regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

19.08 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and 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, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (iii) 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, she or he 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.
- (iv) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (v) 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.
- (vi) This letter shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

**19.09 Workplace Violence**

The Hospital and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including but not limited to:

**Violence in the Workplace (Including Verbal Abuse)**

- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
  - i. Electronic and visual flagging;
  - ii. Properly trained security who can de-escalate, immobilize and detain/restrain;
  - iii. Appropriate personal alarms;
  - iv. Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
  - v. Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.

“Workplace Violence” means,

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause injury to the worker,
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause injury to the worker, and
- c) A statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

**ARTICLE 20 - STATUTORY HOLIDAYS**

20.01 The following shall be considered statutory holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
<b>July 1</b>	Christmas Day
Boxing Day	

20.02 Where an employee is required to work on one of the above holidays, the employee will:

- (a) Be compensated at the rate of one and one-half (1.5) times his/her basic straight time hourly rate of pay for the hours actually worked, (0001h to 2400h of the holiday) and in addition;

- (b) Received within thirty (30) calendar days of the date of the holiday so worked, by mutual agreement, either a day off with pay in lieu of the holiday, or will receive a day's pay at the employee's straight time hourly rate of pay;
- (c) The election of when the lieu day will be taken shall be by mutual agreement between the Hospital and the employee.

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.

20.03 In order to qualify for a statutory holiday, an employee must work his regular scheduled working day prior to and following the holiday, except in the following circumstances;

- (a) Where absence on either or both of the said qualifying working days is with permission, or
- (b) in the event of illness verified by a doctor's certificate, the employee shall only receive benefits under the sick plan.

20.04 (a) Statutory holidays will be observed on the day on which they fall.

- (b) The shift on which the employee works the majority of statutory holiday hours, will be considered the premium shift.

20.05 Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on a statutory holiday (but not including hours on a subsequent regularly scheduled shift) such employees shall receive two and one-half times (2.5) his/her regular straight time hourly rate for such additional authorized overtime.

20.06 If one of the above-named statutory holidays occurs on an employee's regular day off or during his/her vacation period, the employee will be given another day off in lieu of the holiday, which shall be taken within thirty (30) calendar days of the day on which the holiday is observed or seven and one-half (7½) hours pay at his/her basic straight time hourly rate of pay, by mutual agreement.

20.07 Effective the first Monday in June, employees will be entitled to a twelfth paid holiday. This additional holiday will be in the form of a floating holiday, at her or his basic straight time rate of pay. In scheduling this twelfth paid holiday, consideration will be given to the wishes of the employee and such requests shall not be

unreasonably withheld. Once the twelfth holiday is scheduled, the employee's schedule will not be changed unless by mutual consent.

## **ARTICLE 21 - VACATIONS WITH PAY**

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

An employee's vacation bank may at no time exceed one and one-half (1.5) times his/her annual vacation entitlement. When vacation bank reaches maximum, Managers shall schedule a mandatory vacation day(s). Other than when an employee terminates her or his employment, payment in lieu of vacation will not be allowed.

Employee's vacation bank will be reported on her or his pay stubs.

Effective in the 2016 vacation year:

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

An employee who has completed one (1) year but less than two (2) years of continuous service as of (the date for determining vacation entitlement in each Hospital) 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 date for determining vacation entitlement in each Hospital) shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than twelve (12) years of continuous service as of (the date for determining vacation entitlement in each Hospital) shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed twelve (12) years but less than twenty (20) years of continuous service as of (the date for determining vacation entitlement in each Hospital) shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty (20) years but less than twenty-eight (28) years of continuous service as of (the date for determining vacation entitlement in each Hospital) 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 (date for determining vacation entitlement in each Hospital) 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 her or his normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.02 It is recognized that the third, fourth, fifth and sixth weeks of vacation may not be consecutive to the first two weeks of vacation.

21.03 The Program Manager shall circulate a notice not later than March 1<sup>st</sup> of each year for the purpose of allowing the employees to signify the time of which they wish to take her or his annual vacations. It is agreed that each employee will notify his/her Program Manager in writing of his/her first and second choice regarding the taking of this annual vacation, such notification to be given no later than March 31<sup>st</sup>.

The Program Manager will post the annual vacation schedule not later than April 30<sup>th</sup> of the respective year. Should two or more employees request her or his annual vacation at the same time, consideration shall be given to the needs of the Hospital and then the seniority of the employees in determining the schedule. Vacation leave will be allotted by the Program Manager.

Confirmed vacation requests shall not be rescinded by the Employer without mutual consent.

21.04 Employees wishing to receive a payroll advance must request the same from her or his Program Manager no later than fourteen (14) days prior to the commencement of the vacation.

21.05 Approved Leave of Absence During Vacation

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

21.06 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 her or his residence or to bed rest for more than three (3) days.

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

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

## **ARTICLE 22 - HEALTH AND WELFARE**

- 22.01 The Hospital agrees to contribute on behalf of each eligible employee covered by the Collective Agreement one hundred percent (100%) of the present billed premium under the Blue Cross Semi-Private Hospital Insurance Plan subject to the terms and conditions of such plan.
- 22.02 For each full-time employee enrolled in the Plan, the Hospital agrees to pay the billed premium of the Hospitals of Ontario Group Life Insurance Plan as follows: the Hospital agrees to pay one hundred percent (100%) towards H.O.O.G.L.I.P 22.02.
- 22.03 The Hospital undertakes to contribute seventy-five percent (75%) towards the cost of the billed premium for the Blue Cross Dental Plan #9 (current O.D.A. fee schedule) or its equivalent for each full-time employee enrolled in the plan. Dental recall including preventative services increased to every nine (9) months. Blue Cross Ride #2 (or equivalent) (complete or partial dentures) at 50/50 co-insurance to \$1,000.00 maximum, and Blue Cross Rider #4 (or equivalent) (crowns, bridgework and repairs to same) at 50/50 co-insurance to \$1,000.00 annual maximum.
- 22.04 The Hospital undertakes to contribute on behalf of each full-time employee enrolled in the Plan seventy-five per cent (75%) of the cost of the billed premium for the Blue Cross Extended Health Care Plan \$22.50 (single) and \$35.00 (family) deductible (no co-insurance) subject to the terms and conditions of the Plan. Hearing Aid Allowance (cost of acquisition per individual every thirty-six (36) months).

Blue Cross Extended Health Care - In addition to the standard benefits, coverage will include vision care (maximum \$300.00 every 24 months effective January 1, 2014) plus bi-annual eye exams.

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.

Existing provisions for the services of a chiropractor and the services of a licensed or registered physiotherapist contained in present extended health care plans will be maintained.

Effective January 1, 2016, the annual maximum for the services of a chiropractor will be increased to \$375.

Effective January 1, 2016, the annual maximum for the services of a licensed or registered physiotherapist will be increased to \$375.

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 fee cap of \$9.00 per prescription effective January 1, 2014.

22.05 Pension Plan:

All present employees enrolled in the Hospital's pension plan shall maintain her or his 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.

22.06 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.

The participating hospitals and SEIU agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
  - The methods by which the investigation will take place
  - Identify potential sources of funding for investigation of the benefits Trust Identification of the appropriate method to determine the feasibility of the Trust

22.07 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.

## **ARTICLE 23 - WORKPLACE INJURY**

- 23.01 (a) Where an employee has reported and commenced employment for the shift, if an accident occurs compensable by Workers' Compensation, the said employee will be paid for the balance of the shift, and such payments shall not be charged against the employee's sick time.  
In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premium for the lesser of his/her seniority or twenty-four (24) months while an employee is in receipt of W.S.I.B. benefits.
- (b) It is agreed that employees may utilize accumulated sick leave credits while awaiting W.S.I.B. approval. Agreed to maximum fifteen (15) week payment under short term portion of H.O.O.D.I.P. or equivalent, to an employee awaiting approval of claim for W.S.I.B. for longer than one (1) pay period, provided the employee provides satisfactory evidence of an undertaking of refund payments.

## **ARTICLE 24 - SICK LEAVE**

- 24.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.
- 24.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.
- 24.03 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' Safety and Insurance benefits.
- 24.04 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>).
- 24.05 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 24.06 Employment Insurance Rebate  
The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the Employer's unemployment



insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

- 24.07 In order to qualify for sick leave, an employee must notify his/her Manager as soon as possible in accordance with the Department's procedures. When an employee notifies the Hospital of sickness, the Department must be told the expected period of absence.
- 24.08 The Hospital reserves the right to require proof of illness by medical certificate, and in all cases of sickness of more than five working days a medical certificate is compulsory before pay is granted.
- 24.09 In certain cases of illness and when deemed necessary by the Hospital, the employee may be required by the Hospital to supply proof of illness by means of a Hospital supplied medical form, and when deemed necessary, this form is compulsory before pay is granted.
- 24.10 The parties agree that this form will be reviewed and approved at a Union/Management Meeting prior to this requirement being put into effect. When the form is approved, it shall be dated and a copy will be given to the Chief Steward.
- 24.11 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he/she is legitimately ill, and will be granted in accordance with the Hospitals of Ontario Disability Income Plan (HOODIP)
- 24.12 If an employee returns to work after sick leave without giving notice of his/her ability to return to work, his /her commencing shift may be delayed twenty-four hours. The Hospital may require an employee to receive clearance to return to work through the Employee Health Nurse.
- 24.13 Time off for sickness is deemed to:
- (a) be a leave of absence and, if not properly notified under Article 24.07, is absence without leave under Article 9.
  - (b) If the employee does not apply for sick leave, or for an extension of leave of absence for sickness, and fails to return to work on the agreed date, he/she will be deemed to have resigned under Article 9.

24.14 Pay for Medical Certificates

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

24.15 Workers' Safety and Insurance Benefits and Sick Leave

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 Workplace Safety and

Insurance Benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would receive from Workplace Safety and Insurance Benefits if his/her claim was approved, or the benefit to which he/she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Benefits 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 25 - COMPENSATION**

### **25.01 Experience Pay**

An employee hired by the Hospital with recent and related full-time service in another hospital (or comparable part-time service with the same hospital), 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 Hospitals' opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

### **25.02 Promotion to a Higher Classification**

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

### **25.03 Temporary Transfer**

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

#### 25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the 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) 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.

### **ARTICLE 26 - RELATIONSHIP**

- 26.01 The parties hereto agree that any employee of the Hospital covered by this Agreement may become a member of the Union if he/she wishes to do so, and may refrain from becoming a member of the Union if he/she so desires.
- 26.02 The Hospital agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

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

26.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Hospital without the permission of Hospital Administration.

#### **ARTICLE 27 – LETTERS OF DISCIPLINE**

- a) Every employee shall have access to their personnel file for the purpose of reviewing evaluations, discipline, and counselling letters. The request to review a file shall be made to the Personnel Department and the employee shall be granted access to the file within a reasonable period of time in the presence of a member of management. An employee is entitled to have the assistance of a Union Steward when reviewing the file.
- b) A suspension, letter of reprimand or other discipline shall be removed from the record of an employee eighteen (18) months following the imposition of such discipline provided the employee has been discipline free for the eighteen (18) month period. A leave of absence during the eighteen (18) month period in excess of thirty (30) consecutive days shall extend the aforesaid period by the number of days of the Leave of Absence.

#### **ARTICLE 28 - BULLETIN BOARDS**

28.01 The Union **may post** Union notices on Bulletin Boards provided by the Hospital for such purposes. The Hospital agrees to supply an adequate number of **bulletin** boards for the Union's use.

Notices must be signed by the Union Representative and keys will be made available upon request during regular business hours to the Chief Steward.

The Union will provide **the** H.R. Advisor, or designate, a copy of materials posted on the SEIU bulletin board prior to being posted.

#### **ARTICLE 29 - PRINTING OF COLLECTIVE AGREEMENTS**

29.01 **The Hospital and Union will each pay fifty percent (50%) of the cost of printing the Collective Agreement and mutually agree to a printer.**

#### **ARTICLE 30 – TERM**

30.01 This Agreement shall remain in full force and effect until the 30th day of September, 2021, and shall continue in full force from year to year thereafter, unless in any year within the period of ninety (90) days prior to September 30th, either party shall

furnish the other with notice of termination of or proposed revision of this Agreement.

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

30.03 Pursuant to such negotiations, if an agreement for the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such termination date, unless it is extended for a specified period by mutual agreement of the parties.

**ARTICLE 31 – RETROACTIVITY**

**31.01 Pursuant to negotiations to amend this Agreement, retroactivity, if any, will be paid within four (4) full pay periods of the date of ratification or award on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay.**

**31.02 The Hospital will contact former employees at their last known address on record with the Hospital, with a copy to the Union, within thirty (30) days of the date of ratification or award to advise them of their entitlement to retroactivity. Such employees will have a period of sixty (60) days from the date of notice to claim such retroactivity and if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.**

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Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1 CANADA

CAMBRIDGE MEMORIAL HOSPITAL  
CAMBRIDGE, ONTARIO.

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**RE: STAFF PLANNING COMMITTEE AND CHARNEY BOARD**

The parties agree that in the event of a dispute between the parties regard the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney, S. Raymond, L. 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 ninety (90) days of ratification to commence discussions and it is understood that the work of the Committee will be completed within one hundred twenty (120) days of the ratification date.

**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 employees;
- (b) Such arrangements shall be established by mutual agreement between the Hospital and the Union.

Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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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 Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the collective agreement shall apply.

All eligible **scheduled** full-time and regular part-time staff **working in the affected** ~~on a~~ unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. **The parties may use the following to promote voter turnout:**

- **Electronic voting;**
- **Voting by proxy;**
- **Length of the voting period; or**
- **Such other methods as the parties agree to.**

The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 75% of those employees **who participated in the vote** have voted in favour of extended shifts, the new schedule will be implemented on (6) a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 – Probation

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

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

### Article 3 – Hours of Work

- 3.1 The normal or standard extended workday shall be \_\_\_\_\_ hours per day.
- 3.2 (Detailed description with an attached schedule where appropriate.)
- 3.3 (Where applicable)

Failure to provide \_\_\_\_\_ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (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

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.
- 5.2 For purposes of overtime the hours of work per week shall be averaged over \_\_\_\_\_ (weekly/pay-periods).

### Article 6 – Rest and Meal Periods

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.
- 6.2 (The length of the meal period to be determined locally).

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

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

### Article 8 – Paid Holidays

(Applicable to Full-time Employees Only)

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



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

9.1 (Applicable to Full-time only)

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

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

Article 10 – Temporary Transfers

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

Article 11 – Responsibility Allowance Outside the Bargaining Unit

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

Article 12 – Termination

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

The parties agree that, where extended shift arrangements exist which are not documented as per the Model Agreement, the local parties will complete sections 3.1, 3.2, 3.3, 5.2 and 12.1 of the Model Agreement.

Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021

SERVICE EMPLOYEES INTERNATIONAL  
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CAMBRIDGE, ONTARIO.

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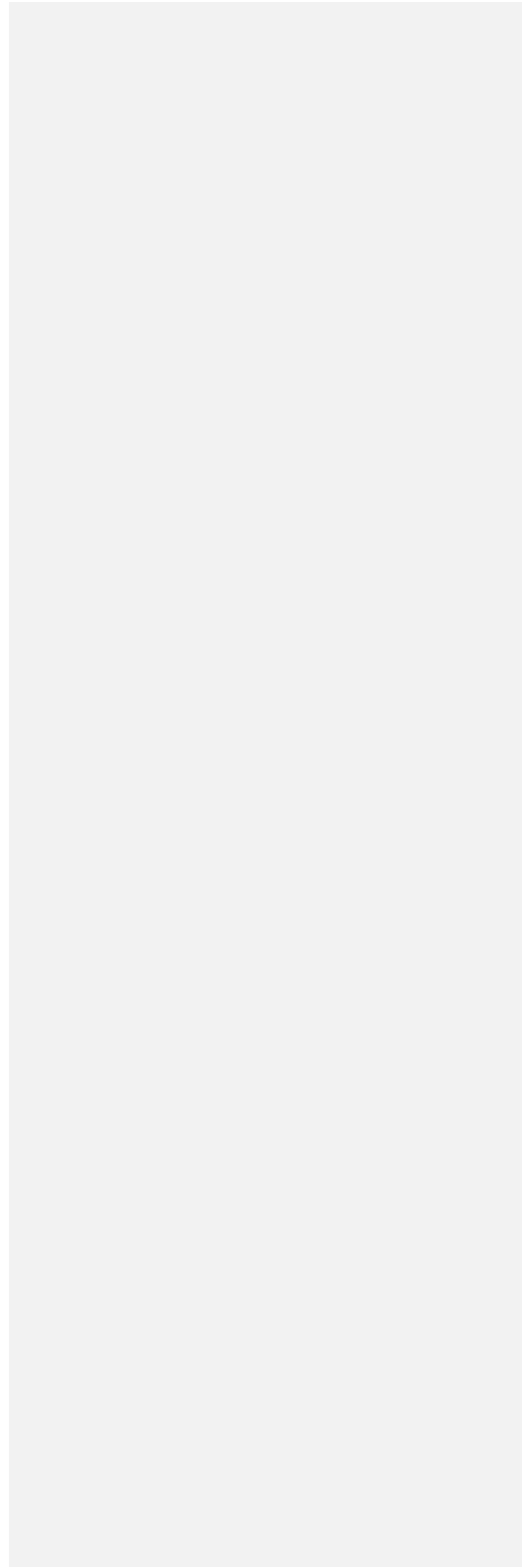
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**LETTER OF UNDERSTANDING Re: Union Office and Release**

The Hospital, pending space and approval, will allot **office** space **to include a** locked filing cabinet (supplied by the Hospital), **a desk, chairs and a telephone** at a location to be determined by the Hospital to be accessed by the SEIU Service and Office & Clerical bargaining units. The Hospital agrees that the Union may schedule a meeting room for **the** Chief Steward or designate to meet with Union members. Suggested the Chief Steward meet 2 hours biweekly (or one hour weekly).

Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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**LETTER OF INTENT**

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.

The Parties agree to renew this Letter of Intent.

Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021

SERVICE EMPLOYEES INTERNATIONAL  
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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 her or his date of hire (or hours worked) from her or his 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 her or his seniority and service at her or his 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 her or his 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.

Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

SERVICE EMPLOYEES INTERNATIONAL  
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**LETTER OF UNDERSTANDING RE: LOCAL HEALTH INTEGRATION NETWORKS**

Full-time and Part-time

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.

Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

SERVICE EMPLOYEES INTERNATIONAL  
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**LETTER OF UNDERSTANDING Re: Assignment of Extra Shifts**

An availability list shall be made consisting of regular and casual part-time employees in seniority order.

Seniority order shall be based on the most recent seniority list in accordance with the respective collective agreement.

An extra shift arises when an incumbent is absent from her/his posted scheduled shift, or when the needs of a given department are such that an additional staff member is needed for what is expected to exceed four (4) hours.

An extra shift shall be offered to qualified, part-time employees on the availability list and in the department where the shift exists on a rotating basis prior to authorizing overtime hours.

An employee who refuses an extra shift, or does not respond to the offer when called, will not be offered another extra shift until all other part-time employees have been offered an extra shift in accordance with the rotating basis noted above.

If the above does not result in the extra shift being filled, the shift will be offered to qualified employees as follows:

1. Full-time employees in the department, in the same classification, where the shift exists, who qualify for an overtime premium, shall be offered the shift in seniority order.
2. Regular and casual part-time employees in the department, in the same classification, where the shifts exists, who qualify for an overtime premium, shall be offered the shift in seniority.

When an overtime requirement not expected to exceed four (4) hours has arisen, a scheduled shift may be extended and shall not be deemed to be an extra shift. The extended shift shall be offered to full-time employees in seniority order, then regular part-time employees in seniority order, then casual part-time employees in seniority order. Extended shifts shall be offered to employees in the department, in the same classification, where the shift exists.

If the above sequence does not result in the extra shift or hours being filled, a manager or designate shall be contacted and will have the final say in how to effectively staff the department in question

Dated at Cambridge, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2021

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1 CANADA**

**CAMBRIDGE MEMORIAL HOSPITAL  
CAMBRIDGE, ONTARIO.**

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**S.E.I.U. Office and Clerical**  
**Effective: October 1, 2017 (1.4%)**  
**FULL-TIME**

CLASSIFICATION	Group	START	6		
			Months	1 Year	2 Year
<b>Data Entry Clerk - Base Hospital</b>	I	20.490	21.072	21.660	22.276
<b>File Clerk - Medical Records</b>		3329.61	3424.19	3519.76	3619.78
<b>Maintenance Clerk</b>		39955.30	41090.27	42237.11	43437.33
<b>Admin. Support - CEF</b>	II	20.472	21.068	21.655	22.276
<b>Clerk</b>		3326.64	3423.53	3518.93	3619.78
<b>Clerk Discharge - Med. Records</b>		39919.71	41082.36	42227.22	43437.33
<b>Clerk Discharge/Admission</b>					
<b>Clerk, Finance</b>					
<b>Clerk, Pharmacy</b>					
<b>Clerical Associate-Switchboard</b>	III	20.492	21.071	21.686	22.276
<b>Clerk Cardiorespiratory</b>		3329.94	3424.02	3524.04	3619.78
<b>Clerk Receptionist</b>		39959.26	41088.29	42288.52	43437.33
<b>Clerk, Distribution</b>					
<b>Clerk, Surgical Suite</b>					
<b>Clerk/Receptionist - Lab</b>					
<b>Clerk/Receptionist - Nuclear Med.</b>					
<b>Clerk/Receptionist - Physio.</b>					
<b>Clerk/Receptionist - Radiology</b>					
<b>Cashier - Patient Accounts</b>	IV	20.452	21.071	21.656	22.276
<b>Clerical Associate (Clinical Areas)</b>		3323.51	3424.02	3519.10	3619.78
<b>Clerk</b>		39882.14	41088.29	42229.20	43437.33
<b>Clerk, Accounts Receivables</b>					
<b>Clerk, CT</b>					
<b>Clerk, Housekeeping</b>					
<b>Lead Hand - ER Registration</b>					
<b>Secretary</b>					
<b>Secretary, Base Hospital</b>					

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CLASSIFICATION	Group	START	6		
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<b>Accommodations Clerk</b>	V	20.457	21.069	21.686	22.276
<b>Clerk/Receptionist-Psychogeriatric</b>		3324.34	3423.69	3524.04	3619.78
<b>Purchasing Clerk</b>		39892.03	41084.34	42288.52	43437.33
<b>Staff Scheduler</b>					
<b>Medical Transcriptionist</b>	VI C	20.405	21.019	21.628	22.276
<b>Medical Transcriptionist - Diagnostic</b>		3315.77	3415.62	3514.49	3619.78
<b>Medical Transcriptionist - Med. Rec.</b>		39789.21	40987.45	42173.83	43437.33
<b>Secretary - CMHC</b>					
<b>Secretary - Pathology</b>					
<b>Sr. Secretary, CMHC</b>	VII A	20.377	21.018	21.632	22.276
		3311.32	3415.46	3515.15	3619.78
		39735.82	40985.50	42181.74	43437.33
<b>Accounts Payable Clerk</b>	VII B	21.930	22.577	23.114	23.824
<b>OBSP Administrative Support</b>		3563.59	3668.72	3756.05	3871.39
		42763.07	44024.58	45072.55	46456.66
<b>Certified Health Info Mgmt Tech</b>	VIII	24.449	25.166	25.894	26.613
<b>Payroll Administrator</b>		3972.89	4089.55	4207.69	4324.68
		47674.68	49074.61	50492.33	51896.22

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<b>Data Entry Clerk - Base Hospital</b>	I	20.777	21.367	21.963	22.588
<b>File Clerk - Medical Records</b>		3376.24	3472.14	3569.03	3670.53
<b>Maintenance Clerk</b>		40514.88	41665.67	42828.32	44046.33
<b>Admin. Support - CEF Clerk</b>	II	20.759	21.363	21.958	22.588
<b>Clerk Discharge - Med. Records</b>		3373.27	3471.48	3568.20	3670.53
<b>Clerk Discharge/Admission</b>		40479.29	41657.76	42818.43	44046.33
<b>Clerk, Finance Clerk, Pharmacy</b>					
<b>Clerical Associate-Switchboard</b>	III	20.779	21.366	21.990	22.588
<b>Clerk Cardiorespiratory</b>		3376.57	3471.97	3573.31	3670.53
<b>Clerk Receptionist</b>		40518.83	41663.69	42879.73	44046.33
<b>Clerk, Distribution</b>					
<b>Clerk, Surgical Suite</b>					
<b>Clerk/Receptionist - Lab</b>					
<b>Clerk/Receptionist - Nuclear Med. Clerk/Receptionist - Physio. Clerk/Receptionist - Radiology</b>					
<b>Cashier - Patient Accounts</b>	IV	20.738	21.366	21.959	22.588
<b>Clerical Associate (Clinical Areas)</b>		3369.98	3471.97	3568.37	3670.53
<b>Clerk</b>		40439.74	41663.69	42820.41	44046.33
<b>Clerk, Accounts Receivables</b>					
<b>Clerk, CT</b>					
<b>Clerk, Housekeeping</b>					
<b>Lead Hand - ER Registration</b>					
<b>Secretary</b>					
<b>Secretary, Base Hospital</b>					

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<b>Accommodations Clerk</b>	V	20.743	21.364	21.990	22.588
<b>Clerk/Receptionist-Psychogeriatric</b>		3370.80	3471.64	3573.31	3670.53
<b>Purchasing Clerk</b>		40449.63	41659.73	42879.73	44046.33
<b>Staff Scheduler</b>					
<b>Medical Transcriptionist</b>	VI C	20.691	21.313	21.931	22.588
<b>Medical Transcriptionist - Diagnostic</b>		3362.24	3463.41	3563.75	3670.53
<b>Medical Transcriptionist - Med. Rec.</b>		40346.89	41560.87	42765.04	44046.33
<b>Secretary - CMHC</b>					
<b>Secretary - Pathology</b>					
<b>Sr. Secretary, CMHC</b>	VII A	20.662	21.312	21.935	22.588
		3357.62	3463.24	3564.41	3670.53
		40291.44	41558.89	42772.95	44046.33
<b>Accounts Payable Clerk</b>	VII B	22.237	22.893	23.438	24.158
<b>OBSP Administrative Support</b>		3613.52	3720.13	3808.61	3925.60
		43362.19	44641.50	45703.31	47107.20
<b>Certified Health Info Mgmt Tech</b>	VIII	24.791	25.518	26.257	26.986
<b>Payroll Administrator</b>		4028.58	4146.73	4266.68	4385.16
		48343.01	49760.73	51200.21	52621.88

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CLASSIFICATION	Group	START	6		
			Months	1 Year	2 Year
<b>Data Entry Clerk - Base Hospital</b>	I	21.109	21.709	22.314	22.949
<b>File Clerk - Medical Records</b>		3430.28	3527.69	3626.09	3729.28
<b>Maintenance Clerk</b>		41163.39	42332.30	43513.10	44751.35
<b>Admin. Support - CEF Clerk</b>	II	21.091	21.705	22.309	22.949
<b>Clerk Discharge - Med. Records</b>		3427.31	3527.03	3625.27	3729.28
<b>Clerk Discharge/Admission Clerk, Finance</b>		41127.73	42324.38	43503.19	44751.35
<b>Clerk, Pharmacy</b>					
<b>Clerical Associate-Switchboard Clerk Cardiorespiratory</b>	III	21.111	21.708	22.342	22.949
<b>Clerk Receptionist</b>		3430.61	3527.53	3630.55	3729.28
<b>Clerk, Distribution</b>		41167.35	42330.32	43566.59	44751.35
<b>Clerk, Surgical Suite</b>					
<b>Clerk/Receptionist - Lab</b>					
<b>Clerk/Receptionist - Nuclear Med. Clerk/Receptionist - Physio. Clerk/Receptionist - Radiology</b>					
<b>Cashier - Patient Accounts</b>	IV	21.070	21.708	22.310	22.949
<b>Clerical Associate (Clinical Areas) Clerk</b>		3423.84	3527.53	3625.43	3729.28
<b>Clerk, Accounts Receivables</b>		41086.13	42330.32	43505.17	44751.35
<b>Clerk, CT</b>					
<b>Clerk, Housekeeping</b>					
<b>Lead Hand - ER Registration</b>					
<b>Secretary Secretary, Base Hospital</b>					

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CLASSIFICATION	Group	START	6		
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<b>Accommodations Clerk</b>	V	21.075	21.706	22.342	22.949
<b>Clerk/Receptionist-Psychogeriatric</b>		3424.67	3527.20	3630.55	3729.28
<b>Purchasing Clerk</b>		41096.03	42326.36	43566.59	44751.35
<b>Staff Scheduler</b>					
<b>Medical Transcriptionist</b>	VI C	21.022	21.654	22.282	22.949
<b>Medical Transcriptionist - Diagnostic</b>		3416.08	3518.78	3620.81	3729.28
<b>Medical Transcriptionist - Med. Rec.</b>		40993.01	42225.32	43449.70	44751.35
<b>Secretary - CMHC</b>					
<b>Secretary - Pathology</b>					
<b>Sr. Secretary, CMHC</b>	VII A	20.993	21.653	22.286	22.949
		3411.30	3518.61	3621.47	3729.28
		40935.55	42223.33	43457.62	44751.35
<b>Accounts Payable Clerk</b>	VII B	22.593	23.259	23.813	24.545
<b>OBSP Administrative Support</b>		3671.33	3779.63	3869.61	3988.49
		44055.94	45355.61	46435.37	47861.83
<b>Certified Health Info Mgmt Tech</b>	VIII	25.188	25.926	26.677	27.418
<b>Payroll Administrator</b>		4092.99	4213.02	4335.03	4455.39
		49115.93	50556.26	52020.37	53464.66

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<b>Data Entry Clerk - Base Hospital</b>	I	21.457	22.067	22.682	23.328
<b>File Clerk - Medical Records</b>		3486.81	3585.92	3685.85	3790.74
<b>Maintenance Clerk</b>		41841.73	43031.04	44230.25	45488.93
<b>Admin. Support - CEF Clerk</b>	II	21.439	22.063	22.677	23.328
<b>Clerk Discharge - Med. Records</b>		3483.84	3585.26	3685.03	3790.74
<b>Clerk Discharge/Admission Clerk, Finance</b>		41806.05	43023.11	44220.34	45488.93
<b>Clerk, Pharmacy</b>					
<b>Clerical Associate-Switchboard Clerk Cardiorespiratory</b>	III	21.459	22.066	22.711	23.328
<b>Clerk Receptionist</b>		3487.14	3585.75	3690.48	3790.74
<b>Clerk, Distribution</b>		41845.70	43029.05	44285.75	45488.93
<b>Clerk, Surgical Suite</b>					
<b>Clerk/Receptionist - Lab</b>					
<b>Clerk/Receptionist - Nuclear Med.</b>					
<b>Clerk/Receptionist - Physio.</b>					
<b>Clerk/Receptionist - Radiology</b>					
<b>Cashier - Patient Accounts</b>	IV	21.418	22.066	22.678	23.328
<b>Clerical Associate (Clinical Areas) Clerk</b>		3480.37	3585.75	3685.19	3790.74
<b>Clerk, Accounts Receivables</b>		41764.43	43029.05	44222.32	45488.93
<b>Clerk, CT</b>					
<b>Clerk, Housekeeping</b>					
<b>Lead Hand - ER Registration</b>					
<b>Secretary</b>					
<b>Secretary, Base Hospital</b>					

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<b>Accommodations Clerk</b>	V	21.423	22.064	22.711	23.328
<b>Clerk/Receptionist-Psychogeriatric</b>		3481.19	3585.42	3690.48	3790.74
<b>Purchasing Clerk</b>		41774.34	43025.09	44285.75	45488.93
<b>Staff Scheduler</b>					
<b>Medical Transcriptionist</b>	VI C	21.369	22.011	22.650	23.328
<b>Medical Transcriptionist - Diagnostic</b>		3472.44	3576.83	3680.57	3790.74
<b>Medical Transcriptionist - Med. Rec.</b>		41669.28	42922.02	44166.82	45488.93
<b>Secretary - CMHC</b>					
<b>Secretary - Pathology</b>					
<b>Sr. Secretary, CMHC</b>	VII A	21.339	22.010	22.654	23.328
		3467.65	3576.67	3681.23	3790.74
		41611.80	42920.04	44174.75	45488.93
<b>Accounts Payable Clerk</b>	VII B	22.966	23.643	24.206	24.950
<b>OBSP Administrative Support</b>		3731.94	3841.95	3933.46	4054.37
		44783.28	46103.41	47201.53	48652.49
<b>Certified Health Info Mgmt Tech</b>	VIII	25.604	26.354	27.117	27.870
<b>Payroll Administrator</b>		4160.59	4282.49	4406.54	4528.94
		49927.02	51389.87	52878.48	54347.27