COLLECTIVE AGREEMENT

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.on

CLERICAL UNIT
Full-time and Part-time

January 1, 2018 to December 31, 2021
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Article 1 - General Purpose

1.01 The purpose of this Agreement is to establish and maintain mutual collective bargaining relations between the Health Centre and the employees covered by this Agreement; to provide for the prompt and equitable disposition of grievances; to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

Article 2 - Scope and Recognition

2.01 "Employee" shall include only such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board dated the 27th day of March 1981, for all full-time employees and April 4, 1997 for all part-time employees.

2.02 The Employer recognizes the Union as the Bargaining Agent for all office and clerical employees of the West Parry Sound Health Centre at Parry Sound, save and except Supervisors, persons above the rank of Supervisor, Executive Assistant, Administrative Clerk, Executive Assistant - Patient Services, Secretary - Patient Services, Human Resources Staff, Staffing Officer and persons for whom any other Union holds bargaining rights as of April 4, 1997.

Clarity Note:

The term Supervisor includes Department Head, Program Co-ordinator, Manager and Assistant Manager.

Article 3 - Definitions

3.01 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as herein defined.

3.02 "Part-time" shall mean an employee who makes a commitment to be available for work on either a pre-determined basis and in respect of whom there is a pre-determined schedule or on a called in as needed basis equitably by seniority of not more than twenty-four (24) hours per week.

3.03 "Administrator" shall mean the Chief Executive Officer or his/her designate of West Parry Sound Health Centre.
3.04 **Union Representative**

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

3.05 **Schedule A**

The local wage grid shall be found at Schedule A.

3.06 **Baseline Schedule**

The baseline schedule shall outline the baseline staffing hours within each department.

3.07 **Final Working Schedule**

The posted schedule shall include all changes to the baseline schedule including vacation, statutory holidays, leaves of absence and any other approved changes.

**Article 4 - Relationship**

4.01 There shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union, the Employer or any employee within the bargaining unit.

**Article 5 - Management Rights**

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

(a) Maintain order, discipline and efficiency;

(b) Hire, assign, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for just cause provided that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause by an employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided;

(c) Establish and enforce reasonable rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement.
(d) Generally to manage and operate the Health Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, and allocations and number of employees required from time to time, the standard of performance for all employees and all other matters concerning the Health Centre’s operations, not otherwise specifically dealt with elsewhere in this Agreement.

(e) The Employer agrees to exercise their rights within the confines of the collective agreement.

**Article 6 - 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 endeavor 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 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 endeavor 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 T 4 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.

Article 7 - Union Orientation

7.01 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

7.02 The Hospital also agrees to provide the Union with employee addresses on an annual basis and will endeavor 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 8 – No Strikes or Lockouts

8.01 During the term of this Agreement neither the Union nor any of its officers or officials nor any employees shall take part in or call or encourage any strike, sit-down (which shall include any work-to-rule arrangement) or any suspension of work against the Employer, which shall in any way affect the operations of the
Employer. Nor shall the Employer nor any of its officers or officials engage in any lockout.

8.02 It is agreed that if such action should be taken by the employees the Union will instruct the said employees to return to work, and perform their usual duties and to resort to the grievance procedures established herein for settlement of any complaint or grievance.

8.03 Should there be any violation of either 8.01 or 8.02 of this Article there shall be no discussion or negotiations of the matter in dispute between the Employer and the Union until normal work has been resumed.

8.04 An employee who takes part in or counsels or procures any other employee to take part in any strike, slow-down, work-to-rule arrangement, sit-down, or any suspension of work against the Employer may be subject to discipline.

Article 9 - Union Representation

9.01 The Employer acknowledges the right of the Union to appoint or otherwise select up to four (4) stewards, at least one will be part-time unless none are available from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. There shall not be more than one (1) full time and one (1) part time steward from any department at one time. The Union will endeavor to have a representative mix of all departments.

9.02 A Chief Steward may be appointed or elected from amongst the stewards. The Chief Steward may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

9.03 It is agreed that the 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 and 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.

9.04 The Union shall notify the Employer in writing of the names of the stewards appointed or selected under this Article as well as the effective date of their respective appointments. The Employer will not be required to recognize the
stewards until it has been notified in writing by the Union of the names of the
bargaining unit members selected.

9.05 Nothing in this Article shall preclude full-time Stewards from representing part-
time employees and vice versa in a combined bargaining unit.

9.06 The number of stewards and the areas which they represent are to be
determined locally.

9.07 Negotiating Committee

(a) The Union may designate a negotiating committee of four (4) members for
the purpose of negotiating renewals of this Agreement, and such
committee shall consist of both part-time and full-time employees where
available.

(b) It is agreed that a full-time General Representative of Local 1 Canada
may participate in negotiations.

(c) Members of the Negotiating Committee shall be paid their regular rate for
all regular scheduled working hours lost due to attending negotiating
meetings with management up to the time application is made for
Conciliation services, and the services of a Conciliation Officer are used,
provided the employee(s) have obtained permission of his/her Supervisor
to leave his/her regular duties for such meetings. Permission for such
purposes will not be unreasonably withheld.

9.08 Occupational Health and Safety Committee

(a) The Employer and the Union agree that they mutually desire to maintain
standards of health and safety in the Health Centre in order to prevent
accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Health
Centre agrees to accept as a member of its Occupational Health and
Safety Committee at least one (1) representative or alternate selected or
appointed by the Union from amongst bargaining unit members.

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

(d) The Health Centre agrees to cooperate reasonably in providing necessary
information to enable the Committee to fulfill its functions.
(e) Meetings shall be held at least every three (3) months or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative(s) appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Occupational Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

(g) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.

(h) **Influenza Vaccine**

The parties agree that influenza vaccinations may be beneficial for patients and Health Centre 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. Employees shall, subject to the following, be required to be vaccinated for influenza:

ii. If the full cost of such medication is not covered by some other source, the Health Centre will pay the full or incremental cost for the vaccine.

iii. If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any Influenza outbreak in the Health Centre until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credit in order to keep her or his pay whole.

iv. If an employee refuses to take the vaccine because it is medically contraindicated, and where the 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 not adversely impact the scheduled hour of other employees.

v. Notwithstanding the above, the Health Centre may offer the vaccine on a voluntary basis to employees free of charge.
vi. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

9.09 Union-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Union-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 Health Centre at his or her regular rate as may be applicable.

It is understood that joint meetings with other Union-Management Committees in the Health Centre 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 Union-Management Committee. The committee shall have access to work schedules and job postings upon request.

Article 10 - Grievance and Arbitration Procedure

10.01 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 Health Centre or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

10.02 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.

10.03 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 Health Centre shall notify the employee of his right in advance.
Where the Health Centre deems it necessary to suspend or discharge an employee, the Health Centre shall notify the Union of such suspension or discharge in writing, within three (3) days.

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

**Early Resolution**

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 Representatives 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.

10.05 **Policy Grievance**

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

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

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

10.06 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 Chief Executive Officer or designate within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

10.07 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 Health Centre 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 Health Centre'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.

10.08 (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 in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
10.09 All agreements reached, under the grievance procedure, between the representatives of the Health Centre and representatives of the Union will be final and binding upon the Health Centre, the Union and the employee(s).

10.10 (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 ten (10) 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 twenty (20) 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 ten (10) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within twenty (20) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act including the power to impose a settlement and to limit evidence and submissions.

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

10.12 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.

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

10.14 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.
10.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

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

10.17 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 11 - Probationary Period

Full-Time

11.01 A new employee will be considered on probation until he/she has completed sixty (60) days of work within any twelve (12) calendar months. Upon completion of the probationary period, he/she 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 extensions 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. Probationary employees are entitled to all terms and conditions of this collective agreement.

Part-Time

A new employee will be considered on probation until he/she has completed 450 hours of work within any twelve (12) calendar months. Upon completion of the probationary period, he/she shall be credited with seniority equal to 450 hour of work. 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 extensions 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.

Article 12 – Seniority

12.01 Definition of Full-Time Seniority

"Full-time" employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.
12.02 Definition of Part-Time Seniority

"Part-time" employees will accumulate seniority on the basis of one (1) year’s seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

12.03 Seniority Lists

The Employer shall provide accurate copies of both the full time and the part time bargaining unit-wide seniority lists to the Chief Stewards and the Union within thirty (30) days of the implementation of this agreement. Thereafter, seniority lists will be provided to the Chief Stewards and the Union twice yearly as of the pay ending date closest to December 1st and June 1st and posted by the Employer (in all sites where they exist). The list shall be in descending order of seniority including:

- Name
- Seniority date
- Hours worked (PT)
- Department
- Job Classification
- Status

a) An employee who wishes to challenge the seniority list must do so pursuant with the terms and conditions of Article 8.

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

12.04 Loss of Seniority

Full-Time and Part-Time.

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

(a) employee resigns;

(b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;

(c) employee is absent from scheduled work without a satisfactory reason for a period of three (3) or more consecutive working days without notifying the Hospital of such absence;

(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 forty-eight (48) months;

(f) employee fails, upon being notified of a recall, to signify his or her intention to return within five (5) 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;

12.05 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

(i) an employee whose status is changed from full-time to part-time shall receive full credit for his/her seniority and service;

(ii) an employee whose status is changed from part-time to full-time shall receive credit for his/her seniority and service on the basis of one (1) year for each 1725 hours worked. No employee’s seniority date will precede their most recent date of hire.

12.06 Effect of Absence (Full-time employees only)

(a) It is understood that during an approved unpaid absence of thirty (30) continuous days or less, or any approved absence paid by the Health Centre, 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 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, not to exceed thirty (30) months, except that the Health Centre will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of W.S.I.B. or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. 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 LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

12.07 Effect of Absence (Part-time employees only)

Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's average hours of work would have been during the twenty (20) weeks preceding the absence.

Part-time employees shall accrue service for a period of fifteen (15) weeks, if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's average regular hours of work would have been during the twenty (20) weeks preceding the absence.

Article 13 - Staff Planning Committee

13.01 (a) With respect to the development of any operating or restructuring plan which may adversely affect the bargaining unit, the Union shall be involved in the planning process from the early phases through the final phases of the process.

(b) Such involvement shall be in the context of the Labour Management Committee, which will meet whenever the Health Centre is considering plans which may adversely affect the employment status of the employees in the bargaining unit. It will be the function of the Labour Management Committee to consider possible ways and means of minimizing potential adverse effects upon employees in the bargaining unit.

(c) 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.

(d) To allow the Labour Management Committee to carry out its mandated role under this provision, the Health Centre will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which adversely impact on the bargaining unit.

(e) 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 Health Centre at his or her regular rate. The Health Centre shall make typing and other such clerical assistance available as required.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Health Centre or designate and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Health Centre 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.

13.02 Lay-Off and Recall

Clarity Notes:

No employee will gain an advantage as result of a layoff except as otherwise provided herein.

Notice of Lay-Off

In the event of a proposed layoff at the Health Centre of a permanent or long term (in excess of 13 weeks) nature, the Health Centre will:

(a) provide the Union with no less than six (6) months written notice of the proposed layoff, and

(b) provide to the affected employee(s), if any, no less than four (4) months written notice of layoff, or pay in lieu thereof.

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

(c) In the event of lay-off, the Health Centre shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

(d) In the event of a proposed lay-off, temporary positions that have been created for special non-recurring tasks, (as per Article 17.08) will be terminated prior to full-time positions being given lay-off notices.
13.03 Recall Rights

A laid off employee shall retain the rights of recall for a period of forty-eight (48) months from the date of lay-off.

13.04 An employee who is subject to lay-off shall have the right to either:

(a) accept lay-off or;

(b) 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 employees 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 where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within fifteen percent (15%) of the laid off employee's straight time hourly rate provided he/she has the qualifications required of the position and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

13.05 The Employer 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 a lesser or identical paying available opening in order of seniority, provided he/she can meet the normal requirements of the job.

13.06 In determining the ability of an employee to perform the work for the purposes of paragraphs 02, 04, 05 above, the Employer shall not act in an arbitrary or unfair manner.
13.07 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.

13.08 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.

13.09 It is the sole responsibility of the employee who has been laid-off to notify the Employer of his/her intention to return to work within seven (7) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and 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 to work. The employee is solely responsible for his/her proper address being on record with the Employer.

13.10 Where the employee fails to notify the Employer or to return to work in accordance with provisions of paragraph 13.09, he/she shall lose all seniority and be deemed to have terminated the employ of the Health Centre.

13.11 No full-time employee within the bargaining unit shall be laid off by reasons of his/her duties being assigned to one or more part-time employees.

13.12 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 disqualified thereto solely because of the day on which the lay-off commenced.

13.13 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.

13.14 Benefits on Layoff
   (The following clause is applicable to full-time employees only)

   In the event of a lay-off of an employee, the Health Centre shall pay its share of insured benefit premiums up to end of the month in which the lay-off occurs. The employee may, if possible under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll department of the Health Centre provided that the employee informs the Health Centre of his or
her intent to do so at the time of the lay-off, and arranges with the Health Centre the appropriate payment schedules.

13.15 (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 13.02 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 dollars ($3,000).

(b) When an employee resigns later than 30 days after receiving notice of layoff pursuant to Article 13.02 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 dollars ($1,250).

**Article 14 - Retirement Allowance**

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

An employee who elects an early retirement option shall receive following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, to a maximum ceiling of twenty-six (26) weeks salary, and, in addition, full time employees shall receive a single lump sum payment equivalent to $1,000 for each year less than age 65 to a maximum of $5,000 upon retirement.

(b) 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:

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

3. In no case will the Health Centre approve an employee’s request under (1) and (2) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.

4. The number of voluntary early exit options the Health Centre 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 Health Centre’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 twenty-six (26) week’s pay.

(c) 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 twelve (12) 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.
Article 15 - Job Classification and Wage Rates

15.01 (a) Attached hereto and forming part of this Agreement is Schedule “A” relating to job classifications and hourly rates of pay therefore.

(b) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Health Centre, the Health Centre 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 Health Centre to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Health Centre 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 Health Centre. 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.

15.02 (a) (i) **Part-time**
Employees within their classification will progress from the start rate to the one-year rate and so on on the basis of each 1725 hours worked excluding overtime hours.

(ii) **Full-time**
Employees within their classification will progress from the start rate to the one-year rate and so on on the basis of one year’s benefit seniority accrued at the start rate to the one-year rate and so on.

(b) For the purposes of computing hours worked for an increment, an employee’s regularly scheduled hours during which he/she was absent due to an approved leave paid by the Health Centre or for which the Union reimburses the Health Centre shall be deemed hours worked.

15.03 **Experience Pay**

An employee hired by the Health Centre with recent and related experience, may claim at the time of hiring consideration for such experience. Any such claim shall be in writing and accompanied by verification of previously related experience. The Health Centre shall then evaluate such experience during the probationary period. Where, in the Health Centre's opinion such experience is relevant, the employee shall be placed in that step of the wage progression
consistent with one (1) year's service for every two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

15.04 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, for a period in excess of half a shift, or in excess of 3.75 hours for extended tours, the employee shall be paid at the rate in the higher salary range immediately above his/her current rate from the commencement of the shift.

Notwithstanding the above, if an employee is currently in a higher paying classification than he/she is temporarily assigned, the employee will retain his/her current salary.

When the Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit, the employee shall receive sixty cents ($0.60) for all hours worked in such assignment.

15.05 An employee who is promoted, subject to Article 17, to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he/she shall receive no less an increase in wage rate than the equivalent of one step of his/her previous classification provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted.

Article 16 - Technological Change

16.01 The Health Centre undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Health Centre has decided to introduce which will significantly change the status of employees within the bargaining unit. The Health Centre agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

16.02 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. 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 above set forth and the requirements of the applicable law.

Article 17 - Job Posting

17.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Health Centre, such vacancy shall be posted by the Health Centre for a period of seven (7) consecutive calendar 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 calendar days excluding Saturday, Sunday and Holidays. All applications are to be made in writing within the posting period. The Health Centre agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Health Centre provides the Union notice under Article 13.02 of its intention to eliminate the position.

17.02 The postings referred to in Article 17.01 shall stipulate the qualifications, classification, rate of pay, department, and a copy shall be provided to the Chief Steward.

17.03 Employees shall be selected for positions under Article 17.01 on the basis of ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

17.04 The Health Centre shall have the right to fill any vacancy on an interim basis until the posting procedure provided 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.

Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Health Centre. In filling such vacancies, consideration shall be given to part-time employees in the SEIU Clerical bargaining unit who have recorded their interest in writing prior to considering persons not employed by the Health Centre. In considering such part-time
employees, the criteria for selection in Article 17.03 shall apply and the employee must be available to start in the position within a reasonable amount of time. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to her former position.

17.05 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/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his/her former position at his/her former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

17.06 Successful applicants and newly hired employees to temporary positions will not be permitted to apply for temporary job postings or any subsequent temporary 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. So as not to disadvantage employees, the six (6) months lock in period will not apply to employees in temporary positions applying to permanent positions.

17.07 All vacancies shall be filled by employees within the bargaining unit subject to Article 17.03 prior to hiring outside of the bargaining unit.

17.08 Temporary Vacancies

Employees may be hired for a specific term not to exceed twelve (12) months, to replace an employee who will be on approved leave of absence in excess of six (6) months, including absence due to W.S.I.B. disability, sick leave, long term disability 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 Health Centre up to a maximum of thirty (30) months. The period of employment of such persons will not exceed the absentee's leave. All employees in the bargaining unit are entitled to bid on temporary vacancies. Where a temporary vacancy is filled internally by an applicant from the SEIU bargaining unit, the employee shall be reinstated to his/her former duties, in the same department and at the same rate of pay following the conclusion of the temporary assignment and be credited with appropriate seniority. A part-time employee appointed to a temporary full-time positions shall continue to receive the benefits and privileges of a part-time employee.
In the event of a proposed lay-off at the Health Centre of a permanent or long
term (in excess of 13 weeks) nature, temporary positions will be terminated prior
to full or part time positions given lay-off notices. 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/her
probationary period will be credited with appropriate seniority. A part-time
employee appointed to a temporary full-time position, shall be entitled to
thirteen percent (13%), unless they are a member of the Pension Plan, then
they shall receive ten percent (10%), in lieu of benefits.

17.09 No more than two employees in any department will be permitted leave from the
department to accept a temporary position in another department at any one
time.

17.10 Only the original job vacancy will be posted. Subsequent vacancies arising out of
the initial posting will be filled by the employer. It is agreed that the forgoing does
not apply to permanent full time postings.

**Clarity:** All Full time vacancies will be posted in accordance with article 17.01
Job Posting provision. In the event a part time vacancy occurs only the
original Part-time vacancy will be posted. All subsequent part-time
vacancies will be filled by the employer.

17.11 For positions in Article 17.04 or 17.10, employees may submit a letter of
interest, such letter shall expire December 31 and may be resubmitted in January
each year.

**Clarity:** For positions in Article 17.04 or 17.10 employees may submit a letter of
interest. The letter of interest must be renewed during the month of
January of each year to remain in effect.

**Article 18 - Leaves of Absence**

18.01 **Personal Leave**

Written request for a personal leave of absence without pay will be considered
on an individual basis by the Health Centre. Such requests are to be submitted
to the employee's immediate Supervisor as far in advance as possible. A reply
will be given within five (5) working days, except in cases of emergency, in
which case a reply will be given as soon as possible. Such leave shall not be
unreasonably withheld. Notwithstanding the foregoing an employee shall be
entitled to personal leave(s) in accordance with Sections 49.1 and 50 of the
Employment Standards Act.
Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave he/she may, at the sole discretion of the Employer, forfeit all seniority rights and privileges contained in this Agreement.

18.02 Union Leave

The Employer shall grant leave of absence to two (2) or more employees at any one time provided that at least two (2) weeks written notice has been given for the purpose of attending union business. During such leave of absence, the employee’s salary and applicable benefits shall be maintained by the Health Centre on the basis of what his/her normal regular hours of work would have been, provided that the Union reimburses the Health Centre in the amount of such salary and applicable benefits during the term of the absence.

For the purposes of computing hours worked for increment, an employee’s regularly scheduled hours during which he/she was absent due to approved leave paid by the Health Centre or for which the union reimbursed the Health Centre shall be deemed hours worked.

Employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

Upon application by the Union in writing, the Health Centre will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period, by agreement of the parties. Seniority and service shall be retained but not accumulated during such leave. 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 effective the month leave is granted. Subject to any changes to the employee’s status which would have occurred had she not been on 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.

Full-Time and Part-Time

(a) The Health Centre shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Health Centre.

(b) In requesting such leave of absence for an employee or employees, the
Union must give at least fourteen (14) days clear notice in writing to the Health Centre. If for unforeseeable circumstances less than fourteen (14) days' notice is provided, leave may be granted at the discretion of the Health Centre.

18.03 Education Leave

A leave of absence, with or without pay, to take further education related to the employee's work with the Health Centre may be granted upon written application by the employee to the Administration of the Health Centre.

Where employees are required by the Health Centre to take mandatory course(s) to upgrade or acquire new employment qualifications, the Health Centre shall pay the full costs associated with the course(s). Subject to operational requirements, the Health Centre will make every reasonable effort to grant requests for necessary changes to an employee’s schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Health Centre. Any mandatory in-service classes where the Employer requires an employee to attend will be compensated for such time at straight time.

Subject to operational requirements, the Health Centre 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 which in the opinion of the Employer, is related to the employee’s employment with the Health Centre.

18.04 Bereavement Leave

Any employee who notifies the Health Centre as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours, in conjunction with the death of a spouse, child or parent, and three (3) consecutive working days for a member of his/her family. “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, and one (1) day paid leave for aunt or uncle, niece, or nephew. The Health Centre, in its discretion, may extend such leave with or without pay. 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.

Where an employee’s scheduled vacation is interrupted due to bereavement, the employee shall be entitled to take bereavement leave during the vacation period. The portion of the employee’s vacation which is deemed to be bereavement leave under the above provision will not be counted against the employee’s vacation credits.
18.05 Jury & Witness Duty  (Full-time employees only)

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 Health Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

(a) notifies the Health Centre immediately on the employee’s notification that he/she will be required to attend at court;

(b) presents proof of service requiring the employee’s attendance;

(c) deposits with the Health Centre the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time 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 Health Centre on his/her regularly scheduled day off, the Health Centre will attempt to reschedule the employee’s regular day off. Where the employee’s attendance is required during a different shift than he/she is scheduled to work that day, the Health Centre 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 Health Centre is unable to reschedule the employee and, as a result he/she is required to attend during other than his/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.

18.06 Jury & Witness Duty  (Part-time employees only)

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 Health Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

(a) notifies the Health Centre immediately on the employee’s notification that he/she will be required to attend at court;

(b) presents proof of service requiring the employee’s attendance;
(c) deposits with the Health Centre the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a part-time 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 Health Centre on his/her regularly scheduled day off, he/she shall be paid for all hours actually spent at such hearings at his/her regular straight time hourly rate subject to (a), (b) and (c) above.

18.07 Pregnancy Leave (Full-time employees)

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

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

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least two (2) weeks in advance thereof.

(d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence, following completion of the one week Employment Insurance waiting period and receipt by the Health Centre 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 receive if she were not on pregnancy.
In addition to the foregoing, the Health Centre will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first 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.

(e) Credits for service and seniority shall continue to accrue while she is on pregnancy leave.

(f) The Health Centre will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating while the employee is on pregnancy leave.

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

18.08 Pregnancy Leave (Part-time employees)

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

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

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least two (2) weeks in advance thereof.

(d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall
commence, following completion of the one week Employment Insurance waiting period and receipt by the Health Centre 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 receive if she were not on pregnancy leave.

In addition to the foregoing, the Health Centre will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first 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.

(e) Credits for service and seniority shall continue to accrue while she is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

(f) The Health Centre will continue to pay the percentage in lieu of benefits and its share of pension contributions while the employee is on pregnancy leave. The Health Centre will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.

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

18.09 Parental Leave (Full-time employees)

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

(b) An employee, who qualifies for parental leave, other than an adoptive parent, 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.

(c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

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

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least two (2) weeks in advance thereof.

(e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of his/her normal weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one week Employment Insurance waiting period and receipt by the Health Centre of the employee’s Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks. The employee’s regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours plus any wage increase or salary increment that he/she would be entitled to receive if he/she 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 employment 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.

In addition to the foregoing, the Health Centre will pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first 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.

(f) 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.

(g) The Health Centre 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.

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

18.10 Parental Leave (Part-time employees)

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

(b) An employee, who qualifies for parental leave, other than an adoptive parent, 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.

(c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a
relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

(d) An employee who is an adoptive parent shall, advise the Health Centre as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months. An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least two (2) weeks in advance thereof.

(e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of his/her normal weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one week Employment Insurance waiting period and receipt by the Health Centre of the employee’s Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks. The employee’s regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours plus any wage increase or salary increment that he/she would be entitled to receive if he/she 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 employment 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.

In addition to the foregoing, the Health Centre will pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first 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.

(f) 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 on the basis of what the employee’s normal regular hours of work would have been.

(g) The Health Centre will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began. If the employee also took pregnancy leave payment will continue for thirty-seven (37) weeks.

The Health Centre will also continue to pay the percentage in lieu of benefits for a period of up to eleven (11) weeks. The Health Centre will register these benefits as part of the Supplemental Employment Benefit Plan with the Canada Employment Insurance Commission.

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

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

The Health Centre 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 Health Centre 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 Health Centre.
(d) Where there are more applications than spaces allotted, seniority shall govern.

(e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

(f) The manner in which the deferred salary is held shall be at the discretion of the Health Centre.

(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 Health Centre and the employee.

(h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

(i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Health Centre. 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 Health Centre 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 Health Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Health Centre is unable to find a suitable replacement, it may postpone the leave. The Health Centre 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 Health Centre in order to authorize the Health Centre 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 Health Centre to enter the prepaid leave program will be appended to and form part of the written agreement.

18.12 Military Leave

The parties agree that Section 50.2 of the Employment Standards Act, as amended from time to time, will apply.

Article 19 - Hours of Work

19.01 The provisions of this article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

(a) Daily and Weekly Hours of Work – Full-Time employees

The regular work week for all employees except admitting-communications employees shall be thirty-seven and one-half (37 ½) hours exclusive of meal breaks, averaged over a two (2) week pay period. The regular work week for admitting-communications employees shall be thirty-seven and one-half (37 ½) hours exclusive of meal breaks averaged over a five (5) week period.

(b) Daily and Weekly Hours of Work – Part-Time employees

It is understood part-time employees may work more than twenty-four hours per week on a temporary basis to cover peak workloads, absences
due to illness, maternity leave, vacations, et cetera. Such vacancies shall not exceed six (6) months. Article 17.08 will then apply.

19.02  (a)  Daylight Savings Time

It is understood that the amount of regular pay for a shift worked will vary by reason of the change in the number of normal hours worked as a result of the change from Standard Time to Daylight Savings Time and vice versa. (For clarification: an employee working night shift at either of the above times will be paid for the actual hours worked).

(b)  Schedules

(i) The working schedule of each employee, showing the shifts and days off work, shall be posted in an appropriate location, two (2) weeks in advance of a four (4) week period.

(ii) When an employee is required to change shifts, twelve (12) hours shall be allotted between shifts. If, however, an employee is required to report on a second shift less than twelve (12) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hour time allowed for shift change has expired.

(iii) There shall be no split shifts.

(iv) The Employer shall provide the Union with a copy of the schedules at least sixty (60) calendar days prior to implementing any change to the schedule. All copies of the final working schedule will be provided upon request at the end of the pay period to the Union Representative or designate.

(v) Employees shall be allowed the trading of days off or of shifts with another employee of their own classification, subject to the approval of the immediate Supervisor. Such mutual exchange shall be in writing and shall not require the Hospital to pay overtime rate of pay or any other premium or additional cost.

19.03  Rest Periods  (Full-time employees)

The Health Centre will schedule one fifteen (15) minute rest period for each full scheduled half shift.
19.04 **Rest Periods (Part-time employees)**

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

19.05 **Additional Rest Periods**

When an employee performs authorized overtime work of at least three and three-quarter (3 3/4) hours duration, the Health Centre will schedule a rest period of fifteen (15) minutes duration.

Admitting-Communications Clerks working a night shift (midnight to 8 a.m.) shall be compensated for not being able to leave their work station for their meal breaks by being paid an additional one-half (½) hour at their regular straight time rate of pay.

Should an employee be recalled to duty during his/her meal period, additional time shall be provided later in the shift.

19.06 **Meal Allowance**

When an employee is required to and does the work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or 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 20 - Premium Payment**

20.01 **Definition of Regular Straight Time Rate of Pay**

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

20.02 **Definition of Overtime (Overtime Premium)**

Time worked in excess of seven and one-half (7 ½) hours per day, or seventy-five (75) hours averaged in a two (2) week pay period for all employees, except admitting communications employees, will be counted as overtime work and will be paid for at the rate of time and one-half (1 ½) the employee’s regular rate of pay. Time worked in excess of seven and one-half (7 ½) hours per day or one
hundred and eighty-seven and one half (187.5) hours in a five (5) week period for admitting-communications employees will be counted as overtime worked and will be paid for at the rate of time and one-half (1½) the employee’s regular rate of pay. No overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Health Centre. The time periods mentioned above shall be consistent with the pay periods.

20.03 Where an employee is required to work overtime in excess of his/her regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two (2) times his/her regular straight time hourly rate for such additional authorized overtime but no further premium payment for such additional hours.

20.04 A full-time employee required to work on a day off, shall be paid at the rate of one and one-half (1½) times the employees regular straight time hourly rate of pay, or the equivalent time off (e.g. 1 ½ hours off for each hour worked) to be taken within the next thirty (30) days at a mutually agreed time failing which payment will be made.

20.05 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 (1½) times then time off shall be at one and one-half (1½) times). Where the employee chooses the latter option, such time off such time off must be scheduled within sixty (60) days of the occurrence of the overtime at a time mutually agreeable to the Health Centre and the employee, or payment in accordance with the former option shall be made. Time off will be granted in order of seniority and will not take precedence over annual vacation.

20.06 It is understood and acknowledged that the Health Centre has the right to require employees to perform reasonable authorized overtime work.

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

20.08 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.

20.09 All time paid by the Health Centre shall be considered as time worked in any week where overtime is required.
20.10 Call-back shall not be considered as hours worked for the purpose of this article.

20.11 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or, if no work is available will be paid at least four (4) hours except where work is not available due to conditions beyond the control of the Health Centre. The Reporting Allowance shall not apply when an employee has received one (1) hour prior notice to not report for work. This clause does not apply to in-service sessions or shifts of less than four (4) hours.

20.12 Cancellation of Shifts

Where less than twenty-four (24) hours’ notice is given to an employee that their scheduled shift is cancelled, time and one-half (1 ½) of the employee’s regular straight time hourly rate will be paid for all hours worked on the employee’s next shift worked.

Any cancellation of an employee’s shift will be based on reverse order of seniority within the unit but commencing with unscheduled part-time employees, then scheduled part-time provided that those remaining are qualified to perform the work. Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour they will be paid two (2) times their straight time hourly rate for all hours worked on the employee’s next shift worked.

20.13 Shift and Weekend Premium

Employees shall be paid a shift premium of one dollar twenty ($1.20) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0500 hours. The same one dollar twenty ($1.20) cents per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

For purposes of clarity an afternoon or night shift is any shift that ends or commences between the hours of 9:00 p.m. and 5:00 a.m. both inclusive.

In addition to any applicable night shift premium, a flat rate of twenty-five cents ($0.25) will apply for every hour worked between the hours of 2300 and 0700 for Ward(unit) Clerks working in the emergency department that perform additional duties(eg. calling codes).
20.14 Call Back

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

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

(c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

(d) The employee and the Employer may agree to taking paid time off in lieu of pay, at a time mutually agreed within thirty (30) days of the said call-back. If unable to agree the Employer will pay the employee the money owing.

(e) Should an employee be called in to work after the completion of his/her shift, the Health Centre will provide either transportation or pay a two dollar ($2.00) transportation allowance.

(f) Call back shall be offered on a rotating seniority basis, first to full-time then to part-time.

Article 21 - Paid Holidays

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

- New Year's Day
- Labour Day
- Good Friday
- Thanksgiving Day
- Victoria Day
- Christmas Day
- Canada Day
- Boxing Day
August Civic Holiday

In addition to the paid holidays identified above, three (3) float holidays will be provided to full-time employees and such float holiday(s) off are to be selected by the employee with agreement of the manager and such agreement shall not be unreasonably denied. It is understood that float holidays are an earned credit on an annualized pro-rata basis on the basis of the vacation year (April 1 - March 31) for new hires and this credit can be scheduled up until March 31 of the year following the year they were hired. Thereafter all employees shall be credited with three (3) float days as at April 1 of each year and these float days off must be scheduled with the agreement of the manager in the year they are deemed to be earned.

In the event the employee uses the float day(s) credit in advance of earning them and subsequently the employment relationship is terminated the employer shall be entitled to holdback money sufficient to balancing any monies owing.

21.02 Payment for Working on a Holiday

(a) Full-time Employees

If a full-time employee is required to work on any of the holidays set out in Article 21.01, the employee shall be paid at the rate of time and one-half (1 ½) his/her regular straight time hourly rate of pay for all hours worked on such holiday. In addition, if the employee qualifies in accordance with Article 21.04 the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee’s normal daily hours of work.

(b) Part-time Employees

If a part-time employee is required to work on any of the holidays set out above, the employee shall be paid at the rate of time and one-half (1 ½) his/her regular straight time hourly rate of pay for all hours worked on such holiday.

21.03 If one of the above mentioned paid holidays occurs on an employee’s day off, or during an employee’s vacation period, the employee will receive an additional paid day off in lieu thereof, or, payment for the holiday in lieu thereof.

21.04 In order to qualify for pay for a holiday, an employee shall complete his/her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Health Centre or the employee was absent due to:
1. legitimate illness or accident which commenced within 30 days of the date of the holiday;

2. vacation granted by the Health Centre;

3. the employee's regular scheduled day off;

4. a paid leave of absence provided the employee is not otherwise compensated for the holiday.

An employee entitled to holiday pay hereunder shall not receive sick leave pay to which he/she may otherwise have been entitled unless he/she was scheduled to work that day.

An employee receiving Workplace Safety & Insurance Board Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety & Insurance Board Benefits and the holiday pay.

21.05 Paid Holiday

Employer will adjust the schedule where possible to allow for Christmas, Boxing Day and New Year's to be grouped with the employee's weekend off.

Article 22 – Vacations

22.01 Entitlement and Calculation of Payment

(a) Employees who have completed one (1) year and less than two (2) years of continuous service as of the date for determining vacation entitlements shall be entitled to an annual vacation of two (2) weeks with pay at their regular rate.

(b) Employees who have completed two (2) years and less than five (5) years of continuous service as of the date for determining vacation entitlements shall be entitled to an annual vacation of three (3) weeks with pay at their regular rate.

(c) Employees who have completed five (5) years and less than twelve (12) years of continuous service as of the date for determining vacation entitlements shall be entitled to an annual vacation of four (4) weeks with pay at their regular rate.

Employees who have completed twelve (12) years and less than twenty (20) years of continuous service as of the date for determining vacation
entitlements shall be entitled to an annual vacation of five (5) weeks with pay at their regular rate.

(d) Employees who have completed twenty (20) years of continuous service as of the date for determining vacation entitlements shall be entitled to an annual vacation of six (6) weeks with pay at their regular rate.

Effective April 1, 2009, employees who have completed twenty-eight (28) years or more of continuous service, as of the date for determining vacation entitlements, shall be entitled to an annual vacation of seven (7) weeks with pay at their regular rate.

(e) Supplementary Vacation

The following supplementary vacation is banked on the employee’s anniversary date and taken prior to the next supplementary vacation date:

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

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

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

22.02 Part-time Progression on Vacation Schedule

(a) Part-time employees shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

b) A part-time employee who has completed less than 3,450 hours of continuous service, as of the date for determining vacation entitlements, shall receive 4% of gross earnings.

(c) A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service, as of the date for determining vacation entitlements, shall receive 6% of gross earnings.

(d) A part-time employee who has completed 8,625 hours but less than 20,700 hours of continuous service, as of the date for determining vacation entitlements, shall receive 8% of gross earnings.
(e) A part-time employee who has completed 20,700 hours but less than 34,500 hours of continuous service, as of the date for determining vacation entitlements, shall receive 10% of gross earnings.

(f) A part-time employee who has completed 34,500 hours of continuous service or more, as of the date for determining vacation entitlements, shall receive 12% of gross earnings.

(g) Effective April 1, 2009, employees who have completed 48,300 hours or more of continuous service, as of the date for determining vacation entitlements, shall receive 14% of gross earnings.

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

(i) **Supplementary Vacation**

A part-time employee who has completed 51,750 hours of continuous service as of the date for determining vacation entitlement shall receive an additional 2% of gross earnings in the year it is achieved.

A part-time employee who has completed 60,375 hours of continuous service as of the date for determining vacation entitlement shall receive an additional 2% of gross earnings in the year it is achieved.

22.03 (a) All vacation periods will be arranged with an employee’s Supervisor with consideration being given to the employee’s wishes on a seniority basis and to the needs of the Department but of necessity, the Employer must reserve the final decision as to the scheduling of vacations. In so far as it is practical to do so, employees will be allowed not less than two (2) weeks vacation during the period from June 15 to September 15.

(b) Vacation preferences will be submitted by the employee to his/her Supervisor, in writing, by March 15th. The Supervisor will post the vacation schedule by April 15th. If no preferences are submitted by an employee by March 15th, his/her vacation period will be allotted by the Supervisor on the basis of departmental accommodation and scheduling requirements.

(c) Vacation entitlement is not to be accumulated beyond the vacation year in which it is earned. Effective July 18, 2007, employees can carry over the lesser of 50% of their vacation entitlement or to a maximum of 2 weeks.

22.04 Continuous service for the purposes of entitlements toward vacations with pay and other accumulated benefits shall mean service of a regular nature excluding
any unpaid leave of absence or lay-off or unpaid sickness or long term disability in excess of thirty (30) days.

22.05 Illness Prior to Vacation

An employee who becomes ill prior to his/her scheduled vacation may reschedule his/her vacation by mutual agreement with the Supervisor at such time as may be mutually agreed upon providing this is done before the first scheduled vacation day and satisfactory proof of illness is presented to the Health Centre. It is further understood that such an employee may not utilize seniority to claim a preferred vacation period.

22.06 Sickness During Vacation

Where an employee’s scheduled vacation is interrupted due to illness, sick time will be covered only for any such period as covered by a medical certificate which confirms hospitalization, emergency surgery, or emergency hospital procedure. The period of such illness shall be considered sick leave.

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

22.07 Cancellation of Vacation

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

**Article 23 - Sick Leave**

23.01 The Health Centre 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 brochure.

The Health Centre 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 will pay the balance of the billed premium through payroll deduction.

23.02 Any dispute which may arise concerning an employee’s entitlement to short-term or long-term benefits under HOODIP may be subject to a grievance and arbitration under the provisions of this Agreement.

23.03 The Health Centre further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
23.04 No sick pay benefit is payable under HOODIP for the first two (2) days of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).

23.05 Medical Certificates

An employee may be required at any time, but in all cases after three (3) days, to produce a certificate from a duly qualified medical practitioner certifying that the employee is unable to carry out his/her duties due to illness.

Where the Health Centre requires an employee to provide a medical certificate, the Health Centre shall reimburse the employee for the cost of such certificate.

23.06 The Health Centre agrees to the utilization of sick leave to permit employees to attend medical specialists on the basis that employees may utilize sick leave to attend medical specialists if referred to same by a medical Doctor and if the specialist is located more than seventy-five (75) kilometers from Parry Sound.

**Article 24 - Health And Welfare Benefits** (Full-time employees only)

24.01 (a) The Health Centre will continue the coverage of the Hospitals of Ontario Pension Plan and all employees enrolled in the plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

(b) The Health Centre agrees to contribute one-hundred (100%) percent of the billed premium for the Hospitals of Ontario Group Life Insurance Plan.

(c) i) The Health Centre agrees to contribute on behalf of each eligible employee covered by the Collective Agreement seventy-five percent (75%) of the billed premium under the Liberty Extended Health Care Plan ($15/$25 deductible) or an equivalent plan.

ii) In addition to the standard benefits, coverage will include vision care (maximum $300.00 every 24 months plus one eye exams and a hearing aid plan, costs of acquisition every thirty-six (36) months. The plan will provide for generic drug substitution and Drug formulary. 3. Services of a Chiropractor will be covered up to an annual maximum of Three-Hundred Dollars ($375.00); and services of a licensed or registered physiotherapist will be covered to an annual maximum of Three-Hundred Dollars ($375.00).
iii) The parties agree that for purposes of health and welfare benefits, dependent coverage is available to the employee to cover his or her same sex partner and their dependants, in accordance with terms and conditions of the plan.

iv) The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of $9.00 per prescription.

(d) The Health Centre agrees to contribute on behalf of each eligible employee covered by the Collective Agreement seventy-five percent (75%) of the billed premium under the Blue Cross Dental Plan #9 or it’s equivalent, based on the current year’s fee schedule. The Plan will provide for dental recall examinations including preventative services every nine months.

The Dental Plan coverage shall include Blue Cross Rider No. 2 (complete and partial dentures), or equivalent, at 50/50 co-insurance to $1,000.00 annual maximum, and, Blue Cross Rider No. 4 (crowns, bridgework and repairs to same), or equivalent, at 50/50 co-insurance to $1,000.00 annual maximum.

(e) The Health Centre will provide semi-private coverage on the basis that the Health Centre will contribute one hundred percent (100%) of the billed premium for such coverage.

(f) Change of Carrier

It is understood that the Health Centre may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. Before making such a substitution, the Health Centre 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 Health Centre shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

(g) Employment Insurance Rebate

In consideration of the above level of employer contribution towards the cost of benefits, it is agreed that the employee’s share of any refund that may be received from the Employment Insurance Commission by way of premium reduction will be retained by the Health Centre towards offsetting the cost of the benefits provided for in this agreement.
Benefits on Early Retirement

Effective September 1, 2007, the Health Centre 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 Health Centre will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Health Centre to the billed premiums of active employees.

In Lieu of Health and Welfare Benefits

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Health Centre, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement leave, and, pregnancy and parental supplemental employment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid. In Lieu of Benefits for part-time employees enrolled in H.O.O.P.P. shall be ten percent (10%) of their hourly rate.

Article 25 - Access to Files

Access to Personnel File

(a) Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Human Resources or designate. Such request shall be to the Personnel department with one day notice. An employee has the right to request copies of any evaluations or disciplinary notes in this file. The employee may, upon request, have the assistance of a Union Steward when reviewing the file.

(b) A copy of any completed evaluation, which is to be placed in an employee’s file, shall first be reviewed with the employee. The employee shall be given the opportunity to initial such evaluation as having been read and to add his/her views to the evaluation. A copy of the evaluation and the employee’s view will be included with the employee’s file. A copy will be given to the employee.

(c) Any letter of reprimand, suspension or other sanction will be removed from the records of an employee fifteen (15) months following the receipt of such letter, provided the employee’s record has been discipline free for such
fifteen (15) month period and that they have been actively at work for twelve (12) of the fifteen (15) months.

**Article 26 - Errors in Pay**

26.01 When errors of payment, of one (1) full shift or more, on an employee's pay slip are discovered, they shall be rectified and the employee shall be paid as soon as the error is verified. The employee involved shall not have to wait until the next pay period for correction of the error unless mutually agreed, between the Health Centre and the employee.

**Article 27 – No Contracting Out**

27.01 The Health Centre shall not contract out any work usually performed by members of the bargaining unit if, as a result such contracting out, a layoff or reduction in hours of full-time or part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

27.02 On request by the Union, the Health Centre 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 Health Centre further agrees that the results of their review will be submitted to the Staff Planning Committee for its’ consideration.

**Article 28 - Work of the Bargaining Unit**

28.01 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 purpose 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.

28.02 **Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this collective agreement is created, a copy of the job
Article 29 - Workplace Injury
Full-Time and Part-Time

29.01 In case of an accident which will be compensated by the Workplace Safety and Insurance Board, the Employer will pay the employee’s wages for the remainder of his or her shift on the day of the accident.

29.02 Full-time

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim from Workplace Safety and Insurance Board for a period longer than one complete pay period may apply to the Health Centre for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Health Centre and a written undertaking satisfactory to the Health Centre that any payments will be refunded to the Health Centre following final determination of the claim by the Workplace Safety and Insurance Board. If the claim from Workplace Safety and Insurance Board 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 30 - Print Costs and Bulletin Boards

30.01 The Employer will share with the Union, on an equal basis, the cost of printing the Collective Agreement.

30.02 The Employer shall provide a Union bulletin board. The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members on such bulletin board provided that all such notices are submitted to the Administration for approval before posting. All out-dated notices shall be removed by the Union forthwith.

30.03 On-Site Union Office

Employer to provide lockable filing cabinet and space to house it. Union and Employer to determine location.
**Article 31 – Pay Days**

31.01 It is mutually agreed that employees shall be paid bi-weekly no later than Friday, by bank deposit at a bank of their choice.

The method of computation for bi-weekly pay shall be arrived at by taking the monthly rate and multiplying it by twelve (12) and dividing it by twenty-six (26) and this will constitute a bi-weekly pay.

**Article 32 – 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.

32.01 **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 (include verbal abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
  - Electronic and visual flagging;
  - Properly trained security who can de-escalate, immobilize and detain/restrain;
  - Appropriate personal alarms;
  - Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments;
  - Training in de-escalating, “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 physical injury to the worker,
(b) An attempt to exercise physical force against a worker in a workplace that
could cause physical 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 33 – Termination and Renewal

33.01 This Agreement shall be effective January 1, 2018 and shall continue in effect until December 31, 2021.

33.02 If either party desires to terminate or amend this Agreement they shall within the three (3) months next preceding the expiry date give written notice to the other party of such termination or amendment.

Article 34 – Retroactivity

34.01 Retroactivity on all compensated hours will be provided within sixty (60) days of ratification by both parties.

Employees on leave who were in receipt of sub benefits on or after the effective date of this agreement shall be entitled to have their sub plan benefits recalculated so as to entitle them to the benefit retroactive wage increases granted under a Memorandum of Agreement or Award.

34.02 In the case of employees no longer on the payroll of the Health Centre, they will be notified by letter sent to their last known address on the records of the Health Centre, of their right to claim retroactive pay within thirty (30) days of the posting of the letter, but not thereafter.

34.03 Retroactivity

Retroactivity, if any, will be paid within four full pay periods of the date of ratification or award on the basis of hours paid. Retroactivity 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.

The Hospital will contact former employees at their last known address on record with the Hospital, with a copy to the Union, within 30 days of the
date of ratification or award to advise them of their entitlement to retroactivity.

Such employees will have a period of 60 days from the date of notice to claim such retroactivity and if they fail to make a claim within the 60-day period, their claim will be deemed to be abandoned.

IN WITNESS THEREOF each of the parties have caused this Agreement to be signed by their duly authorized officers or representatives this 17 day of May, 2019

WEST PARRY SOUND HEALTH CENTRE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA, C.L.C.

[Signatures]

BK/Is
## SCHEDULE “A”

### HOURLY WAGE RATES

**WEST PARRY SOUND HEALTH CENTRE - CLERICAL UNIT**

### HOURLY WAGE RATES

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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 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 a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 – Probation

It is understood that a new employee working extended shifts will be considered on probation until he/she has completed four hundred fifty (450) hours of work (60 x 7.5=450)

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 scheduled 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 19).

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 ½) 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

In Article 15.04 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 12 – Termination

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

SIGNED AT PARTY SOUND THIS 17 DAY OF May, 2019.

FOR THE HOSPITAL: [Signature]

FOR THE UNION: [Signature]
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

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 13.

WEST PARRY SOUND HEALTH CENTRE

CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

CLERICAL UNIT

Wendy Naquin

Maureen

Jacqueline Bissenn

62
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

Re: Transformation in Health Care - Full-Time and Part-Time

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

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

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

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

*Pursuant to a “Sale of Business” under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

Re: Liability Insurance

Full-time and Part-time

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.

WEST PARRY SOUND HEALTH CENTRE
CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL1 CANADA , C.L.C.

Wendy McTavish
THEO

Jacqueline Bisson
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

The following will serve to confirm the understanding reached between the Health Centre and the Service Employees International Union during negotiations for the Collective Agreement to expire December 31, 2021.

The Health Centre agrees that the utilization of sick leave to permit employees to attend Medical Specialists will be recorded as paid medical leave on the employees personal file.

Date this 17 day of May, 2019.

WEST PARRY SOUND HEALTH CENTRE
CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL1 CANADA, C.L.C.

Wendy Harden

Jacqueline Bisson
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

Re: Part time Call-In

Part-time

Where the parties agree at the local level, part-time call-in for non-scheduled, non-overtime shifts will be offered on a rotating basis. For clarity, the purpose of this letter is to ensure that all part-time employees are offered shifts in a fair and equitable manner by seniority.

WEST PARRY SOUND HEALTH CENTRE
CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA, C.L.C.

[Signatures]
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

Re: Joint Health and Safety Initiatives Council

Full-time and Part-time

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

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

- The Council will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study;

- The use of experts in employee health, safety and wellness, if required;

- Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc...);

- For the purposes of this Council, items may include, but are not limited to, discussions on promoting and maintaining healthy workplace initiatives, healthy lifestyles, ergonomics, and early/safe return to work.

- The Council will consist of two members from each party (not including staff members) for a total of four members and will meet on a quarterly basis.

- The parties agree that the Union members on the committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending committee meetings.
The parties will meet within 90 days of the ratification of the Memorandum of settlement to agree on the work of the Council, including costs, and other items as deemed appropriate.

WEST PARRY SOUND HEALTH CENTRE CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL1 CANADA, C.L.C.

[Signatures]

Wendy Holburn

[Signature]

Jacqueline Besson

[Signature]
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

Re: Voluntary Part-Time Benefits

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 24.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

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

WEST PARRY SOUND
HEALTH CENTRE
CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL1 CANADA , C.L.C.

Wendy Naquin

Jeff Clout

Jacqueline Bisson

Claire Pa

69
LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

Re: Regional Staff Planning Committee

The central parties will meet during the term of the collective agreement to discuss changes to the Regional Staff Planning Committee language.

The changes to be discussed include:
- Process for applying to jobs at other participating Hospitals
- Transfer of seniority and service
- Dispute resolution process

WEST PARRY SOUND HEALTH CENTRE
CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA, C.L.C.
PAY EQUITY PLAN
(“the Plan”)

between

WEST PARRY SOUND HEALTH CENTRE

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.on

The parties have agreed to negotiate a pay equity plan as set out in S .2(1) of the Pay Equity Act (R.S.O. 1990, c.P. 7 as amended) (hereinafter the Act).

The Plan supercedes all pay equity plans signed between the parties.

Any pay equity adjustments that may have been contemplated or are owing as a result of previous plans are not payable, and the only adjustments that are required to existing rates of pay as of February 5, 2002, are set out herein.

The parties have considered the skill, effort, and responsibility normally required in the performance of the work and the conditions under which it is normally performed, as required in S. (5) of the Act. The parties have further compared these factors to appropriate composite male comparators in determining what adjustments, if any, to the existing wage rates are required as required under S. (12) of the Act.

The adjustments in the Memorandum of Settlement dated February 5th, 2002, resolve the issue of Pay Equity maintenance to date. The parties further agree that future review for the purpose of insuring Pay Equity will take place concurrent with future collective bargaining for the renewal of this and subsequent collective agreements. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

For further clarification, in the event of a dispute, it is the intention of the parties that an interest arbitration board would not constitute itself as an equivalent to the Pay Equity Tribunal, neither would it conduct an inquiry into matters as if it were a Pay Equity Tribunal, but rather the arbitration board would conduct itself in its usual manner in dealing with such issues.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the “Job Classification” clause of the Collective Agreement, Article 15.01 (b).

The parties agreed that this agreement satisfies any and all requirements of the Pay Equity Act.
Signed at Parry Sound this 17th day of May, 2017.

WEST PARRY SOUND HEALTH CENTRE CLERICAL UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.on A.F.L., C.I.O., C.L.C.

[Signatures]

WENDY HADDEN

[Signature]

JACQUELINE BISSON

[Signature]
Letter of Intent

Re: Staff Planning Committee and Charney Board

The parties agree that in the event of a dispute between the parties regarding the implementation of Article 13.01 and 13.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, G. Charney, S. Raymond, F. Briggs. 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 13.01 and 13.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing the existing process, the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

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

For the Hospital: [Signature]

For the Union: [Signature]
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.

For the Hospital:  

[Signature]

For the Union:  

[Signature]
Memorandum of Agreement

Between:

The participating Hospitals/OHA

-and-

Service Employees International Union, Local 1 Canada

Whereas the current collective agreement makes reference to the Blue Cross Plans and whereas the semi-private, extended health care and dental benefits are now being provided by various carriers at the different hospitals;

And whereas the Participating Hospitals ("the Hospitals") and the Service Employees International Union, Local 1 Canada ("the Union") wish to ensure that the collective agreement entitlements to semi-private, extended health care and dental benefits are comparable;

And whereas the Hospitals and the Union are desirous of considering whether, without reducing the level of benefits provided at each individual participating hospital, savings can be achieved in the provision of semi-private, extended health care and dental benefits;

And whereas the Hospitals and the Union wish to ensure that eligible employees receive comprehensive and accurate information about their coverage and entitlements;

And whereas the Hospitals and the Union recognize the importance of working collaboratively to achieve the objectives outlined above, it is agreed as follows:

1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee ("the Committee") will be established.

2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third party facilitator. Failing to do so, William Kaplan will appoint the facilitator.

3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.

1. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.

2. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to SEIU Local 1
Canada and booklets to be provided within 90 days of the request.

3. The Committee will review those plans and determine what, if any, variations exist among the plans.

4. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.

5. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.

6. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

For the Hospital:  
For the Union:

Wendy Holten  

M. F.  

Joseph  

Jacqueline Bisson  

Alvin
Letter of Intent

Re: Standardization Committee

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

For the Hospital:  

[Signature]

[Signature]

For the Union:  

[Signature]

[Signature]