

COLLECTIVE AGREEMENT

BETWEEN

SOUTHLAKE REGIONAL HEALTH CENTRE

- AND -

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

FULL-TIME SERVICE UNIT

EFFECTIVE: JANUARY 1, 2018

EXPIRY: DECEMBER 31, 2021

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COLLECTIVE AGREEMENT

BETWEEN:

**SOUTHLAKE REGIONAL HEALTH CENTRE
(hereinafter called the "Hospital")
OF THE FIRST PART**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N
(hereinafter called the "Union")
OF THE SECOND PART**

WHEREAS the Ontario Labour Relations Board did on the 15th day of January 1963, certify the Union as the bargaining agent for certain employees of the Hospital.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

See the Local Provisions Appendix L2

ARTICLE 3 - MANAGEMENT RIGHTS

See the Local Provisions Appendix L3

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to

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

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

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

4.02 RPN – Registered Practical Nurse

A Registered Practical Nurse (RPN) is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professional Act, and the Nursing Act*.

4.03 PN – Practical Nurse

A Practical Nurse (PN) is a nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act, 1991* and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate.

4.04 Union Representative

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

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

(a) All Employees who are in the employ of the Hospital at the signing date of

this Agreement and all new Employees who enter the employ of the Hospital after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.

- (b) All employees hired into the employ of the Hospital subsequent to the signing of this Agreement shall be subject to a one-time initiation fee.
- (c) Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15th of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues of the month following with the reason why dues were missed. The Hospital will endeavour to provide such monthly dues to the Union in an electronic format on a template provided by the Union.
- (d) The Hospital shall, when remitting such dues, name the employees, their work site (if the bargaining unit covers more than one (1) site) and the employee's social insurance number, highlighting new hires, resignations, terminations, new unpaid leave of absences of greater than one (1) month and returns from leaves of absence. The Hospital will endeavour to provide such information in an electronic format on a template provided by the Union.
- (e) Union dues are not deducted from SUB plan payments and the Hospital has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.
- (f) The Hospital will provide each employee with a T4 slip showing the annual union dues and assessments paid by that employee for the year previous.
- (g) The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.
- (h) In consideration of the deducting of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

5.02 Union Orientation

A new employee will have the opportunity to meet with the representative of the union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting would be to acquaint the employee with such representative of the union and collective agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

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

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

5.03 Employee Lists

The Hospital agrees to provide the Union with employee addresses on an annual basis and will endeavour to provide this information in an electronic format on a template provided by the Union. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

5.04 No Discrimination

The Hospital and the Union agree that there will be no intimidation, discrimination, interference, or coercion exercised or practiced by either party or their representatives or members because of an employee's membership in the Union or because of his/her activity or lack of activity in the Union.

This agreement shall be interpreted in a manner consistent with the provisions of the *Ontario Human Rights Code* and all other applicable legislation.

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

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

ARTICLE 6 - NO STRIKE/LOCKOUT

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

6.02 The Union agrees that during the term of this agreement there will be no strikes.

6.03 The terms "strike" and "lock out" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

See Local Provisions Appendix L7 for the number of employees and the number of employees from the same department who can sit on the Grievance Committee.

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and a number of locally determined employees who have completed their probationary period, as set out in the Local Provisions Appendix. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

See Local Provisions Appendix L7 – Number of Stewards and the number of employees from the same department/area that can sit on the Grievance Committee

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall

report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld.

When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa in a combined bargaining unit.
- (e) The number of stewards and the areas which they represent, are to be determined locally.

7.03 Central Bargaining Committee

In future central bargaining between the Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for 2 (two) days of preparation time for such Central Negotiating Meetings with the Hospitals' central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

Leave for attendance at the central union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee to be determined by the Union from amongst employees in the bargaining unit, who have completed their probationary period. The number of union committee members and the number of employees from the same department/area that can sit on the Local Negotiating Committee will be as set out in the Local Provisions Appendix of this agreement.
 - (b) Where the Hospital participates in central bargaining the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
 - (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
 - (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
 - (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
-
- (f) The number of employees on the Negotiating Committee shall be determined locally.

7.05 Labour Management Committee

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

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

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

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

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

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

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

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

(b) Discipline

The Hospital agrees that, in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than one (1) year prior to the date of the matter under current consideration, except in circumstances where disciplinary action on related matters has occurred within one (1) year period.

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

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 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.

8.05 Policy Grievance

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

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

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

8.06 Group Grievance

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

8.07 Discharge Grievance

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

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

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

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

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

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

8.10 (a) When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the

other party to this Agreement, and at the same time appoint a Nominee. Within five (5) days thereafter, the other party shall appoint its Nominee, provided however, that if such party fails to appoint its Nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) Nominees shall attempt to agree upon a Chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a Chairman within a period of ten (10) days of the appointment of the second Nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

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

- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the Nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board

at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed sixty (60) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee, and the Union Representative, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of 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.

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

9.03 Transfer of Service and Seniority

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

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

With respect to transfers that occur on or after the date of ratification, seniority will not precede an employee's hire date in the event that the number of hours a part-time employee has obtained causes the employee's seniority to date back beyond

their original date of hire within the bargaining unit.

9.04 Loss of Seniority

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;

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

9.05 Effect of Absence

Unless otherwise provided in this Collective Agreement:

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

in receipt of W.S.I.B. or L.T.D. benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.

- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for the duration of the absence if an employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or while an employee is on sick leave (including the Employment Insurance Period), or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.06 The Employer shall provide the Union electronic copies of the Seniority Lists.

See also Local Provisions Appendix L9 – Seniority Lists

ARTICLE 10 - JOB SECURITY

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

(b) **Staff Planning Committee**

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

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;

- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

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

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital 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 Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

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

10.02 Notice of Lay-off

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

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

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

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

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

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

10.03 Severance and Retirement Options

(a) Severance Pay

- (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within sixteen (16) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty (\$1,250) dollars.

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 10.02(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 10.02(a)(ii).

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) week's pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employees normal weekly earnings. Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

(c) **Voluntary Exit Option**

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

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
 - (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer. An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.
- (d) A full-time employee who has completed one year of service and
- (i) whose lay-off is permanent, or
 - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Lay-off and Recall

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

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

the laid off employee's straight time hourly wage rate.

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

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a lay-off to an available opening, in order.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days.

- (i) 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.
- (j) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (k) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (l) A laid off employee shall retain the rights of recall for a period of forty-eight (48) months from the date of lay-off.

10.06 Benefits on Lay-off

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

ARTICLE 11 - JOB POSTING

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

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

11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, worksites, department and shift a copy shall be provided to the Chief Steward or designate.

11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of

seven (7) calendar days, and unsuccessful applicants will be notified.

- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02 employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.
- 11.06 The Hospital 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.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed 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.**
- 11.09 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

ARTICLE 12 - NO CONTRACTING OUT

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

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

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

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

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

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

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

13.04 RPN Utilization

At the request of the Union, the Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

See Local Provisions Appendix L13

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

14.03 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.

14.04 Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a death will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child or parent.

An employee who notifies the Hospital as soon as possible following a death will be granted up to three (3) consecutive working days off, without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt or uncle, niece or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nevertheless, grant a paid bereavement leave.

For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

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

15.02 Education Leave

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

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

15.03 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

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

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

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the

Employment Insurance Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

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

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1)** week period of the leave while waiting to receive Employment Insurance Benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen weeks while the employee is

on pregnancy leave.

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

15.05 Parental Leave

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

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum

period of **eleven (11)** weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of salary increment that she would be entitled to if she were not on parental leave.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any supplemental unemployment benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **one (1)** week period of the leave while waiting to receive Employment Insurance Benefits.

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

- (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 an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to **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.

15.06 Full-Time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that 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 (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital. If for unforeseeable circumstances less than fourteen (14) days' notice is provided, leave may be granted at the discretion of the Hospital.
- (c) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

See Local Provisions Appendix L15

15.08 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee,

the local Union and the Hospital.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

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

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

15.09 Personal Leave

- (a) The Hospital may grant leave of absence without pay to any employee for valid personal reasons.
- (b) The Hospital shall not contribute to the payment of fringe benefits past the end of the month in which the leave of absence began. The employee's anniversary date shall be adjusted and vacation entitlement in the current year shall be reduced according to the time absent on leave. However, if she is enrolled in the O.H.I.P., Extended Health Care, or Dental Plan, she may arrange to prepay the entire premiums during her leave of absence to avoid transfer out and in. Coverage under the Group Life Plan may be maintained for a maximum of six (6) months by prepayment of the premium.
- (c) In the event the Hospital requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Hospital, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Hospital, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.
- (d) The employee will be responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits.

- (e) Employees needing unpaid personal leave days for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

15.10 Medical Care and Emergency Leave

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

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

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

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

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

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

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

15.11 Compassionate Care Leave

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

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

15.12 Military Leave

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

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The normal working day for all full-time employees shall consist of seven and one-half (7 ½) hours, excluding the meal period. The said seven and one-half (7 ½) hours shall be completed within a nine-hour period after commencing work.
- (b) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of the Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

16.02 Rest Periods

- (a) All employees will be allowed two rest periods per day of fifteen minutes duration at a time to be determined by the Hospital without reduction in pay and without increasing the regular working hours.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

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

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

16.04 Cancellation of Shifts

Where less than forty-eight (48) 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.

See Local Provisions Appendix L16 – Schedules

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime (Overtime Premium)

Overtime payment shall be payment of time and one-half (1 ½) the employee's basic straight time hourly rate for all authorized work performance in excess of

seven and one-half (7 ½) hours in a tour of duty or 75 hours in a bi-weekly period it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. It is understood and agreed that notwithstanding the foregoing, where the existing provisions of the Collective Agreement provide for the payment of an overtime premium after fewer than seven and one-half (7 ½) hours in a day or seventy-five (75) hours in a bi-weekly period for any employees, such provision shall continue to apply to such employees.

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

17.03 Reporting Pay

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received not less than one hour's prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.20 per hour for all hours on standby. Effective December 6, 2013, increase to \$3.30 per hour.

Effective October 11, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour.

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

17.05 Call Back

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

rate of time and one- half after which they shall revert back to the regular shift.

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

17.06 Shift Premium

Employees shall be paid a shift premium of one dollar and five cents (\$1.10) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective January 1, 2014 employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of her or his scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding four (4) pay ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing

undertaking.

17.09 Paid Time to Working Time

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

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

17.10 Weekend Premium

An employee shall be paid a weekend premium of one dollar and five cents (\$1.10) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

~~17.11 Employees who work overtime will not be required to take time off during regular hours to make up for overtime worked.~~

17.12 It is understood and agreed that the employees shall work overtime when requested by the Hospital.

17.13 The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. 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.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

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

- (b) An employee shall be provided with a meal allowance of \$6.00 to reimburse him/her for meal expenses incurred while travelling in an ambulance, provided the travel time covers a meal period.

18.02 Uniform Allowance

See the Local Provisions Appendix L 18

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) per kilometre (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

See the Local Provisions Appendix L 19.

19.02 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:**
 - i) **Electronic and visual flagging;**
 - ii) **Properly trained security who can de-escalate, immobilize and detain / restrain;**
 - iii) **Appropriate personal alarms;**
 - iv) **Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and**
 - v) **Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.**

“Workplace violence” means,

- (a) **The exercise of physical force by a person against a worker, in a workplace, that causes or could cause 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 behaviour 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.**

19.03 Protective Clothing

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

Effective September 1, 2014 and on that date for each subsequent calendar year, the Hospital will provide one hundred twenty (\$120.00) dollars per year to each full-time employee who is required by the Hospital to wear safety foot wear during the course of their duties.

19.04 Influenza Vaccine

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

- (i) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (ii) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (iii) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (iv) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (v) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (vi) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

19.05 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.

ARTICLE 20 - PAID HOLIDAYS

See Local Provisions Appendix L20 – Designated Holidays

- (a) Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half times his regular straight time hourly rate for such additional authorized overtime.
- (b) An employee who is required to work on a recognized holiday shall receive in addition to any holiday pay for which he otherwise qualifies under this Article, either:
 - (i) one and a half times his basic straight time hourly rate of pay for time worked on such holiday, or
 - (ii) time off with pay equivalent to (i)
- (c) An employee who qualifies for a lieu day will be granted such lieu day within sixty (60) days following the date on which the holiday was observed. Such lieu day may be scheduled in conjunction with a scheduled weekend off, or days off, at a mutually agreeable time between the employee and his/her immediate supervisor.

20.02 Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at the rate of time and one half times.) where an employee chooses the latter option, such time off must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

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

20.04 Employee's preference will be carefully considered before posting of schedules, provided there is no delay in stating the preference.

20.05 If any of the above-mentioned holidays occur on an employee's regular day off or during his vacation period, the employee will receive an additional day off with pay;

or payment for the holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the head of the department.

- 20.06 To qualify for holiday pay, an employee must have worked the full regularly scheduled shift immediately preceding and the full regularly scheduled shift immediately succeeding the holiday. In the event an employee is prevented from working the said shift immediately preceding and immediately succeeding such holiday by reason of illness authenticated by medical certificate or any authorized absence e.g. bereavement, union business, etc., such employee shall qualify for consideration as above.

20.07 Clarification of a Paid Holiday

The shifts classified as a Paid Holiday is that in which the majority of the hours worked fall within the actual paid holiday.

20.08 Holiday Overtime

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

- 20.09 Employees who are scheduled to work the weekend with a period holiday will have the first option to work the holiday, providing work is available on the holiday.

ARTICLE 21 – VACATIONS

21.01 Entitlement and Calculation of Payment

- (a) Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service as of June 30 in any year shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

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

An employee who has completed two (2) years but less than five (5) years

of continuous service as of June 30 in any year shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than twelve (12) years of continuous service as of June 30 in any year shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed twelve (12) years but less than twenty (20) years of continuous service as of June 30 in any year shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty (20) but less than twenty-eight (28) years of continuous service as of June 30 in any year shall be entitled to six (6) weeks' annual vacation with pay.

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

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

- (b) RPN's who have completed one (1) year but less than five (5) years of continuous service as of June 30 in any year shall be entitled to three (3) weeks' annual vacation with pay.

21.02 Approved Leave of Absence During Vacation

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

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

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

under the above provisions will not be counted against the employee's vacation credits.

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

21.04 Vacation may not be accumulated from one year to the next and in any event all vacations must be taken by June 30 of the year following which it became due.

21.05 All vacation periods will be arranged with an employee's Department Head, with consideration being given to the employee's wishes on a seniority basis and the needs of the department.

Vacation preference shall be made by April 15 and vacation schedules posted by May 15 of each year.

21.06 Vacations with pay will be granted in accordance with the following:

Vacation periods, calculation of pay, continuous service and pay distributions will be based on a vacation fiscal year. This fiscal year will be from July 1 to June 30. An employee's vacation pay will be paid not later than the last payroll working day before the employee's vacation.

21.07 Cancellation of Vacation

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

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

- (a) The Hospital agrees to pay one hundred per cent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits

or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug. The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of \$9.00 per prescription.

Services of a chiropractor will be covered up to an annual maximum of \$300.00 and services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.00.

Effective January 1, 2015, the annual maximum for the services of a chiropractor will be increased to \$375.00.

Effective January 1, 2015, the annual maximum for the services of a licensed or registered physiotherapist will be increased to \$375.00.

In addition to the standard benefits, coverage will include vision care (maximum of \$300.00 every 24 months plus bi-annual eye exams) as well as a hearing aid allowance cost of acquisition per individual every thirty-six (36).

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

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

(e) **Benefits on Early Retirement**

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

22.02 Change of Carrier

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

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

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

Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:

- The methods by which the investigation will take place
- Identify potential sources of funding for investigation of the benefits Trust.
- Identification of the appropriate method to determine the feasibility of the Trust.

22.03 Pension

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

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workplace Injury

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

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

24.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

24.03 Effective January 1, 1983 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

- (a) Supplement payment for sick leave days under the new program or Article 24.05 below which would otherwise be at less than full wages and,
- (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that

portion of any unused sick leave dollars under the former conditions relating to payout.

- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
- (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance as compensable within the meaning of the Workplace Safety and Insurance Act, the Hospital, on application from the employee, will supplement the award made by Workplace Safety and Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workplace Safety and Insurance.

24.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety & Insurance benefits.

24.05 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).

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

24.07 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the Hospital's employment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

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

under the provisions of this agreement.

24.09 Pay for Medical Certificates

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

- 24.10 (a) In order to qualify for sick leave pay, except where sent home by the Hospital on account of illness, employees must inform their supervisor or in the supervisor's absence, the switchboard operator as soon as possible. The parties agree that should sufficient notice of a shift cancelled by an employee not be provided, i.e. at least four (4) hours prior to the start of an evening or night shift and two (2) hours prior to a day shift, the employee will not be paid for the missed shift.
- (b) It is understood that the Hospital has the right to require confirmation or proof in the form of a medical certificate that an employee was unable to attend work due to illness or injury before payment of sick leave is granted. The Hospital has the right to evaluate such medical certificate and request further information to be provided if the information in the medical certificate is inadequate. Such certificates will provide the estimated duration of the absence. The parties agree that it is the responsibility of the employee to provide such certification as requested, and failing production, the parties agree that such absence shall be considered leave without pay.
- (c) Time off for sickness is deemed to be leave of absence, and if not properly notified under subsection 24.10(a), is absence without leave under Section 9.04.
- (d) Sick time is paid according to the allowance in this Agreement under Section 24.01.
- (e) On the day before a leave of absence due to sickness in excess of three days expires, the employee must either apply for further leave of absence or inform the department head that he will return to work on an agreed upon date. If an employee returns to work after such sick leave without giving twenty-four hours' notice of his ability to return to work, his commencing shift may be delayed twenty-four hours.
- (f) If the employee does not apply for leave of absence, or for an extension of leave of absence for sickness and fails to return to work on the agreed date, he will be deemed to have resigned under Section 9.04.

- 24.11 Any employee who commences an action to recover for loss of damages arising out of the negligence or wrongful act of a third party and where such employee recovers a sum in respect of the cost of sick benefits, he shall forthwith pay the

sum recovered to the Hospital.

24.12 Workplace Safety and Insurance Benefits and Sick Leave (Full-time)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance or a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for workplace Safety & Insurance Benefits is not approved, the monies paid as an advance will be applied towards the benefit to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

25.02 Promotion to a Higher Classification

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

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the

responsibilities of a higher paying position in the bargaining unit for a period in excess of one half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same and provide details at least fourteen (14) days prior to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

See the local provisions appendix L5

Job Descriptions

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

ARTICLE 26 - RELATIONSHIP

- 26.01 Each of the parties hereto agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, upon any employee because of her membership, or lack of membership, activity or lack of activity in the Union.
- 26.02 The Union further agrees that there will be no solicitation of membership, or collection of dues, or other Union activities on the premises of the Hospital, save as specifically permitted by this Agreement, or authorized in writing by the Hospital.
- 26.03 In accordance with the provisions of the Ontario Human Rights Code, the Hospital and the Union agree that there shall be no discrimination against any employee by reason of race, creed, colour, age, marital status, sex, nationality, ancestry or place or origin.

ARTICLE 27 – EDUCATION FUND

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

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

ARTICLE 28 – REGISTERED PRACTICAL NURSES

28.01 RPN Professional Responsibility

The parties agree that patient care is enhanced if concerns relating to workloads arising from patient acuity and volumes are resolved in a timely and manner using a problem solving approach.

Communication between the parties shall be:

- Professional;
- Courteous;
- Collegial;
- Respectful;

- Focused on resolving the issue, not on the individual.

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they have reasonable grounds that they are being asked to perform more work than is consistent with proper patient care, they shall:

- At the time the workload issue occurs, discuss the issue within the unit/program to resolve the concern using current resources.
- If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- Failing resolution of the workload issue at the time of occurrence, the nurse(s) will complete a workload review form and discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days, whichever is sooner. The Manager will provide a written response to the complainant(s), with a copy to the RPN Steward and Union Representative.

Note: The parties will meet within 60 days following ratification to develop the workload review form which will then be appended to the collective agreement.

28.02 RPN Professional Development

Continuous professional development is a hallmark of professional nursing practice and a self-regulating profession nurses are required to maintain competency. The parties jointly recognize the importance of maintaining a dynamic practice environment which may include ongoing learning, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

The Hospital will work jointly with RPNs to:

Promote Professional Development

Promote access to professional development opportunities for RPNs

Acknowledge that responsibilities for professional development are shared between the individual and the Hospital

Review and make recommendations regarding professional development initiatives, including but not limited to mentorship and internship

Review and make recommendations regarding the existing nursing continuing education programs; and on the use of technology to enhance access.

Where a professional practice council/committee exists within the hospital, an RPN representative(s) chosen by the Union will be invited to participate in such meetings.

28.03 RPN Registration Renewal

(The following Article is applicable to RPNs only)

A nurse is required to renew her or his registration by December 31 of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

28.04 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the RPN and the Hospital. In this regard, the local parties will endeavour to provide flexible work schedules to accommodate the RPN's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted, subject to the operations of the hospital, on written application by the RPN to the Chief Nursing Officer, Supervisor or designate. Requests for such leave shall be done in accordance with local policies dealing with discretionary leave (where applicable) and will not be unreasonably denied.
- (b) A full-time or regular part-time RPN shall be entitled to leave of absence

without loss of earnings from her or his regularly scheduled working hours for the purpose of taking examinations required by an accredited course that has been approved in advance by the Hospital in which RPNs are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Hospital upon written application by the RPN to the Chief Nursing Officer, Supervisor or designate.
- (d) Professional leave with pay will be granted to full-time and regular part-time RPNs who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses, provided that this leave has been approved in advance of the schedule being posted.

28.05 Whistle Blowing Protection

Provided an RPN has followed reasonable policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegation of wrongdoing, RPNs will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

28.06 Ambulance Escort

Where a nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where a full-time nurse performs such duties during her or his regular shift, the full-time nurse shall be paid her or his regular rate of pay. Where a full-time nurse performs such duties outside her or his regular shift or on a day off, she or he shall be paid the appropriate overtime rate.

Where a part-time nurse performs such duties during an assigned shift, she or he shall be paid her or his regular rate of pay. Where a part-time nurse continues to perform such duties in excess of her or his assigned shift, she or he shall be paid the appropriate overtime rate.

- (b) Where such duties extend beyond the nurse's regular shift, the Hospital will not require the nurse to return to regular duties at the Hospital without at

least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.

- (c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 17.02. It is understood that the nurse shall return to the Hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.
- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

28.07 RPN Mentorship (Effective January 1, 2014)

RPNs may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Hospital will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Hospital will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will provide on a regular basis, as required by the hospital based on need, all RPNs with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of any unsuccessful applicant, the Hospital will discuss with him or her any ways in which he or she may be successful for future opportunities. The final decision in selection of RPN mentors lies solely with the Hospital.

The Hospital will pay the RPN for this assigned additional responsibility a premium of \$0.60 per hour, in addition to his or her regular salary and applicable premium

allowance.

ARTICLE 29 - DURATION

29.01 Renewal

Notwithstanding the foregoing provisions, in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

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

29.02 Term

This agreement shall continue in effect until **December 31, 2021** and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

29.03 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. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay.

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.

ARTICLE 30 - MISCELLANEOUS ITEMS

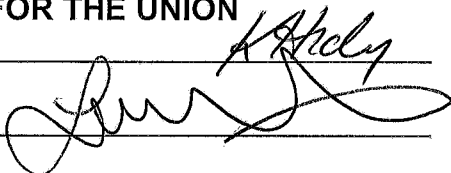
See Local Provisions Appendix L30

ARTICLE 31 – SUPERIOR CONDITIONS

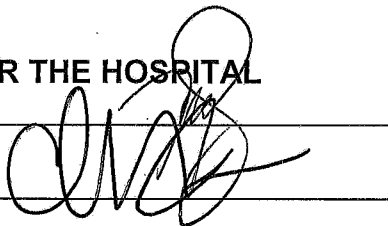
The parties agree that current superior conditions shall be maintained.

SIGNED AT NEWMARKET THIS 29 DAY OF October 2019.

FOR THE UNION



FOR THE HOSPITAL



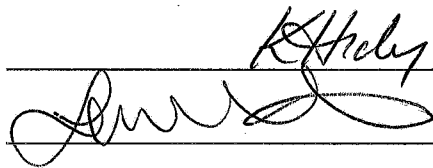
LETTER OF UNDERSTANDING

Re: Local Health Integration Networks (Full-time and Part-time)

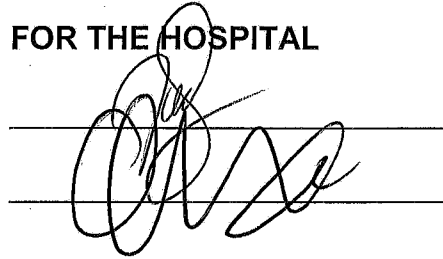
The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Staff Planning committee, in accordance with Article 10.

SIGNED AT Toronto, this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF UNDERSTANDING

Re: Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or the Hospital's 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 on 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 Hospital's 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.

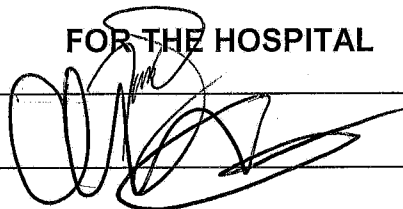
a. Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF INTENT

Re: Staff Planning Committee and Charney Board


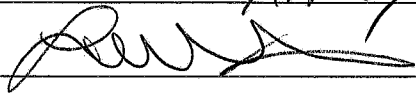
The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney, S. Raymond, F. Briggs or such others as determined by the committee referenced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

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

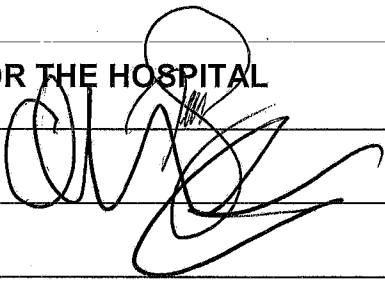
The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

SIGNED at Newmarket this 29 day of October 2019.

FOR THE UNION

FOR THE HOSPITAL



LETTER OF INTENT

Re: Innovative/Flexible Scheduling

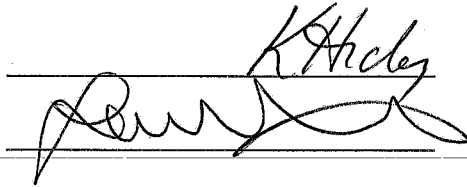
Where the local parties agree, arrangements regarding innovative/flexible scheduling may be entered into between the parties at the local level.

Such innovative schedules may be subject to the following principles:

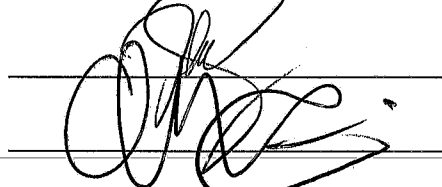
- (a) These schedules may pertain to full-time and/or part-time employees.
- (b) Such arrangements shall be established by mutual agreement between the Hospital and the Union.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



EXTENDED SHIFT ARRANGEMENTS
BETWEEN
SOUTHLAKE REGIONAL HEALTH CENTRE
AND
SERVICE EMPLOYEES INTERNATIONAL UNION

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

All eligible **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 (6) a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 – Probation

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

3.3 (Where applicable)

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

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

Article 4 – Scheduling

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

Article 5 – Overtime

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

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

Article 6 – Rest and Meal Periods

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

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

Article 7 – Sick Leave and Long-Term Disability

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

Article 8 – Paid Holidays

(Applicable to Full-time Employees Only)

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

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

Article 9 – Vacation

9.1 (Applicable to Full-time only)

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

9.2 (Applicable to Part-time only)

As set out in the collective agreement.

Article 10 – Temporary Transfers

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

Article 11 – Responsibility Allowance Outside the Bargaining Unit

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

Article 12 – Termination

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

Dated at Newmarket this 29 day of October, 2019.

FOR THE UNION

A. Kelly

FOR THE HOSPITAL

[Signature]

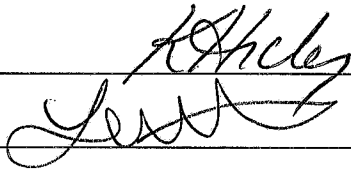
LETTER OF UNDERSTANDING

Re: Part-time Call-In

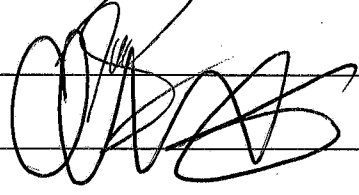
Where the parties agree at the local level, part-time call-in for non-scheduled, non-overtime shifts will be offered on a rotating basis. For clarity, the purpose of this letter is to ensure that all part-time employees are offered shifts in a fair and equitable manner by seniority.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF UNDERSTANDING

Re: Joint Health and Safety Initiatives Council

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

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

- The council will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study.
- The use of experts in employee health, safety and wellness, if required.
- Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc.).
- For the purposes of this council, items may include, but are not limited 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 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.

Dated at Newmarket this 29 day of October . 2019.

FOR THE UNION

A. Healey

FOR THE HOSPITAL

[Signature]

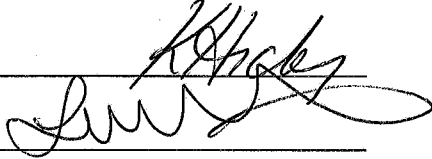
LETTER OF INTENT

RE: Liability Insurance

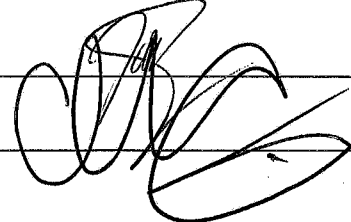
Upon request of the Local Union, and with reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

Dated at Newmarket this 29 day of October, 2019.

FOR THE UNION



FOR THE HOSPITAL



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.
4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.
5. 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.

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

7. 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.

8. 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.

9. 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.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION

A. Hickey

FOR THE HOSPITAL

[Signature]

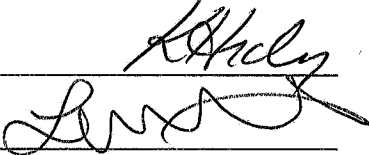
LETTER OF INTENT

RE: Standardization Committee

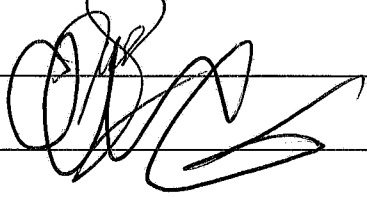
The central parties agree to establish a committee that will meet and confirm the contents of a standard format within 90 days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF UNDERSTANDING

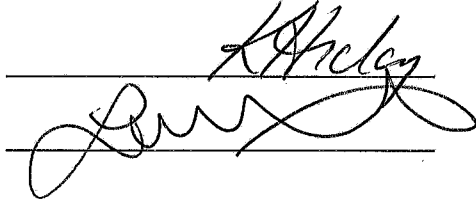
Re: Voluntary Part-time Benefits

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

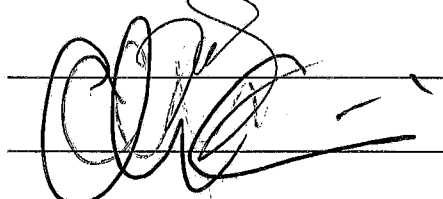
Note: Part-time voluntary benefits are not arbitrable in local negotiations.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION

A handwritten signature in black ink, appearing to read "A. Heley", is written over a set of three horizontal lines.

FOR THE HOSPITAL

A handwritten signature in black ink, consisting of a large, stylized "O" followed by a horizontal line, is written over a set of three horizontal lines.

LETTER OF UNDERSTANDING

Re: Regional Staff Planning Committee

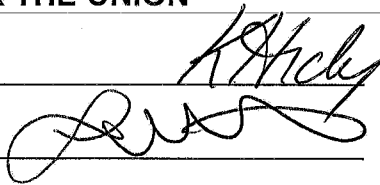
The central parties will meet during the term of the Collective Agreement to discuss changes to the Regional Staff Planning Committee language.

The changes to be discussed include:

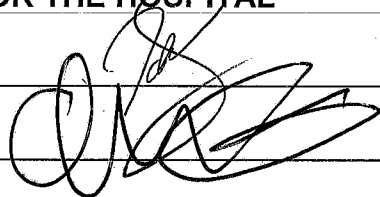
- ♦ Process for applying to jobs at other Participating Hospitals
- ♦ Transfer of seniority and service
- ♦ Dispute resolution process

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF INTENT

Re: Joint Nursing Initiatives Council

The parties agree to participate in a joint provincial nursing initiatives council. The nursing council will be composed of representatives of the Service Employees International Union Local 1.0n and the Participating Hospitals and Ontario Hospital Association. The nursing council will make its decisions by consensus.

The Committee will consist of three members from each party (not including staff members). The cost to participate in this Committee will be at the expense of the respective parties.

The mandate of the nursing initiatives council will be:

- Provide a forum to identify and share areas of Best Practice in enhanced RPN scope of practice and increased utilization.
- To have meaningful consultation regarding RPN/RN ratios as it relates to skill mix and interprofessional practice in the best interest of patient care.
- To recognize, acknowledge and support RPNs as their profession evolves.
- To promote and expand nursing education and lifelong learning as it relates to the College of Nurses of Ontario professional standard.

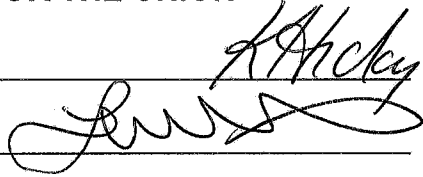
The nursing initiatives council will:

- Meet within 60 days following ratification of the Memorandum of Settlement.
- Seek advice and participation from such professional practice researchers and others (e.g. College of Nurses) as the Nursing council deems appropriate.
- Work collaboratively on the issues with key stakeholders such as RPNAO, CNO, MOHLTC, Nursing Secretariat, and others as the Nursing Council deems appropriate.
- Identify resources required by the nursing council to carry out the mandate including exploring jointly any funding required for these resources.
- Make recommendations on enhancing the RPN specific articles in the Collective Agreement for future rounds of bargaining.
- The nursing council will be co-chaired by a hospital representative and a representative from SEIU.

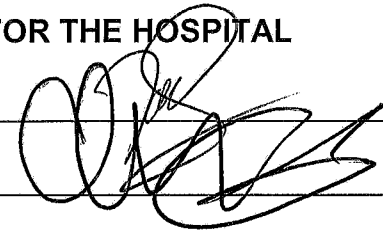
- The nursing council recommendations will be presented in the form of a report to the participating hospitals and SEIU Local 1.on RPN division.
- The final recommendations from the joint nursing council will be presented to the Participating Hospitals.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN concerns and initiatives.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF UNDERSTANDING

RE: NURSE GRADUATE GUARANTEE POSITIONS

The parties to this agreement expressly understand that all of the terms and provisions of the collective agreement not specifically referenced in this document remain in force.

Where government funding is received for the nursing new graduate guarantee, the Hospital may introduce as many supernumerary positions to be offered to newly graduated registered practical nurses as provided by the funding. Where such positions are introduced, the following will apply:

Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last six months, as per the MOHLTC Nursing Graduate Guarantee;

Discussion will occur with the Local Bargaining Unit with regard to where the supernumerary positions will be assigned and the expectations before an appointment is made;

Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11;

Such nurses will be considered temporary full-time as defined under Article 4.01, except as modified by this letter. Supernumerary nurses shall receive 14% of their regular straight time hourly rate for all straight time hours paid in lieu of all fringe benefits, in accordance with Article 22.04.

These supernumerary nurses may be hired for a specified term not to exceed the length of funding or such other period as the local parties may agree.

For the purpose of job posting, supernumerary nurses will be deemed to have no seniority within the bargaining unit. If they are the successful applicant in a job competition they will then be credited with service and seniority credits equal to all hours worked in their supernumerary position.

If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, her/his employment will be deemed to have ended without recourse to layoff, and the release of such persons shall not be the subject of a grievance or arbitration. Notwithstanding the foregoing, a nurse who has not successfully posted into a permanent position by the end of the supernumerary appointment will be placed in an unscheduled part-time position if available.

The Hospital bears the onus of demonstrating that such positions are supernumerary and are not used as baseline staffing;

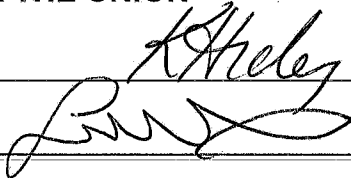
The Union will be provided with such written information as it may reasonably require regarding each supernumerary position;

In the event of a layoff in the area of assignment of the supernumerary nurse, the Hospital and the Local Union may mutually agree that the supernumerary nurse shall be first laid off.

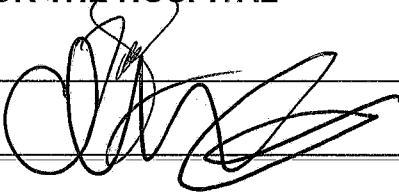
SEIU will provide the name of the RPN Union signatory as per the requirement of Health Force Ontario report submission.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____

Department/Unit _____

Type of Work Being Performed _____

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

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

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified _____

Date/Time of Notification _____

Response _____

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

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

LETTER OF UNDERSTANDING

Re: Vacations

1. Vacation requests for current vacation year:

Should be submitted by March 15 and will be approved or denied by April 15th, with the schedule posted by May 15th.

2. Vacation carry over:


There will be no carry over of vacation past June 30th of the current vacation year. However, requests can be submitted in writing to the manager for consideration and approval not to be unreasonably withheld.

Carry over request not to exceed 2 weeks and will not be used between June 30th and September 15th, or during periods surrounding Christmas, New Year's or March Break.

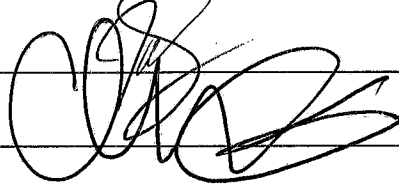
Approval will be granted as per the Collective Agreement requirements of the vacation year in which the vacation is intended to be taken.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF UNDERSTANDING

Re: Winter Apparel

Parka and Gloves

The Employer will provide a parka with a hood and a pair of gloves to all employees who require such in the course of their duties.

Full-time staff will receive their own parka and gloves. Part-time employees and full time food service workers will share pooled items.

Items will be replaced on an as needed basis, but not more often than once a year.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION

K. Healy
[Signature]

FOR THE HOSPITAL

[Signature]

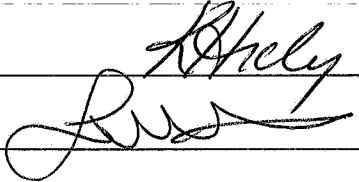
LETTER OF UNDERSTANDING

Re: Scheduling in Support Services


1. The Hospital and the Union agree that scheduling of Casual employees can occur during peak vacation time. This would occur after the Regular Part Time staff has been offered work in accordance with their seniority and stated availability. Casuals will not be scheduled at any other time of the year.
2. The Union and the Hospital have begun discussions around schedule changes which will affect both Full and Part-time staff. Full time staff had chosen the areas they work in by seniority and will remain in those areas/units. Therefore the new schedule will affect scheduled hours of work only, not the area/unit for which the work is performed (i .e. fewer weekends) but will not result in Full time staff moving from their current assignment.
3. The Hospital and the Union will create dedicated lines for the part time staff. This will result in consistent coverage when the full time staff is on days off.

SIGNED AT Newmarket, this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF UNDERSTANDING

Re: 4 On/5 Off Schedule

The parties agree that all units wanting to work 4 On/5 Off rotations will have new schedules created and posted eight (8) weeks prior to voting for viewing.

At any meetings with the Employer to discuss the 4 On/5 Off schedule a Member of the Local Executive should be in attendance.

Nurses that wish to remain on extended tours and not move to the 4 On/5 Off rotation, must provide a written request to the Manager. The Hospital may create a new master rotation for the nurses wishing to remain on the extended tours if able. The 4 On/5 Off schedule will be offered to nurses in order of seniority.

The Hospital will provide space for the Union to conduct the vote and will ensure that a Union representative and Manager or designate will be present for the vote. Seventy-five (75%) percent of the nurses (full time and regular part time) that vote by secret ballot, must be in favour of the new 4 On/5 Off schedule.

All full-time nurses will be scheduled nineteen hundred and fifty (1950) hours per calendar year to fulfill their obligation to the Hospital.

Nurses must make themselves available to work their required additional shift(s) on both day and night shifts. The scheduling of the required additional shifts will be scheduled to provide direct patient care, prior to the scheduling of regular part time nurses. The required additional shifts will be scheduled equally throughout the year and the number of required additional shifts will be determined by the nurse in consultation with the Manager, by January 31st of each year. If the nurse does not provide the required availability for these required additional shift(s), the Manager will have the ability to schedule these required additional shift(s) equitably throughout the year.

The scheduling provisions will be as follows:

- (a) Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5th) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5th) shift is requested by the nurse as a required additional shift to maintain full time hours.
- (b) Nurses will not be scheduled to work more than three (3) consecutive weekends. If a nurse works a fourth (4th) weekend or a portion of a weekend, the nurse will be paid premium as per the Collective Agreement, *for all hours worked on that weekend, unless the nurse requests to work that weekend shift to maintain full time hours and to work their required additional shift(s).*
- (c) Nurses will be granted either the Christmas or New Year's period off on a rotating

basis as per the Collective Agreement.

- (d) Paid Holidays (Stats) will be incorporated into the rotation, and the lieu time can only be requested as payment, during the nurse's five (5) scheduled days off. Such requests will be submitted prior to the schedule being posted.
- (e) Vacation time will be requested as per the Collective Agreement

- (f) All other provisions of the Collective Agreement apply.

The nurses may make requests in writing to the Manager, copied to the Union, that a vote has taken to discontinue the 4 On/5 Off Schedule. The written request must be signed by a minimum of seventy-five (75%) percent of the nurses working the Schedule.

The 4 On/5 Off Schedule will be discontinued in a unit if there is a vote of seventy-five (75%) percent of the nurses working the schedule.

The Hospital or the Union may discontinue the 4 On/5 Off Schedule in a Unit with the provision of ninety (90) days written notice to the other party. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days, to discuss the discontinuation of the schedule. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

SIGNED AT Newmarket, this 29 day of October, 2019.

FOR THE UNION

K. Hickey

FOR THE HOSPITAL

[Signature]

Letter of Understanding


Re: Work Outside the Bargaining Unit

Employees temporarily promoted or assigned to a position at Southlake outside the SEIU Bargaining Unit will have their name on the seniority list red circled immediately and will continue to pay Union dues but will not continue to accrue seniority in the bargaining unit.

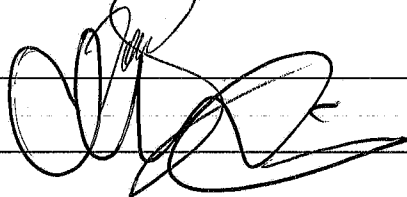
After an employee(s) has been outside the SEIU bargaining unit for a period of twelve (12) months, cumulative or consecutive, that employee(s) name will be removed from the SEIU Seniority List. An employee can request an extension of up to six (6) months to this provision and that extension will not reasonably be denied, in consultation with the Union.

Dated at Newmarket this 29 day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LETTER OF UNDERSTANDING

Between:

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

And:

SOUTHLAKE REGIONAL HEALTH CENTRE

Hospitality Services Associate, Food Services Associate, Transport Services Associate and Linen Services Associate Recruitment & Selection Process

PREAMBLE: The SEIU Service roles, Hospitality Services Associate (HSA), Food Services Associate (FSA), Transport Services Associate (TSA) and Linen Services Associate (LSA) are considered entry level positions at Southlake Regional Health Centre and require the same level of education and qualifications. This Letter of Understanding will serve to clarify the interview section of the Recruitment & Selection process for these Service roles.

1. The Hospital will continue to conduct interviews as part of the recruitment and selection process when considering external candidates for job competitions in any of the above noted Service roles at Southlake Regional Health Centre.
2. In a job competition where an internal SEIU Service employee in a role as noted above applies to another SEIU Service vacancy (roles noted above) an interview is not required and the position shall be granted to the most senior candidate. However, the Manager reserves the right to conduct a meet and greet with the candidate by way of introduction and to communicate expectations of the role.
3. Where a SEIU candidate in a role noted above applies to a position which would result in a status change from within the same classification i.e. part time TSA to full time TSA, there is no requirement for an interview. Candidates will be selected on the basis of seniority.
4. This Letter of Understanding shall be reviewed twelve (12) months from the date of signing and subsequently on an annual basis.

FOR THE UNION

DATE

Brian Kelly
Carrie Lawson

Aug 3/2017

FOR THE HOSPITAL DATE

DMcKenna Aug 3/2017
Donnelly Aug 3/2017

LETTER OF UNDERSTANDING
between
SOUTHLAKE REGIONAL HEALTH CENTRE
and
SEIU FULL TIME SERVICE UNIT

Re: Article L7 Stewards

The parties hereby agree to change the department and areas the steward's for this Unit come from as the current language is not reflective of the current workplace. The language now states,

Stewards

The Hospital will recognize a Chief Steward and two (2) stewards from each of the following departments of the Hospital; Food Services, Housekeeping, Material Management, Maintenance, Engineering and Ambulance. There shall be three (3) stewards from the Nursing Department.

The **new language** will state the following;

Stewards

The Hospital will recognize a Chief Steward as well as the following;

There shall be two (2) stewards from each of the following departments of the Hospital;

Food Services

Materials Management **(including SPD)**

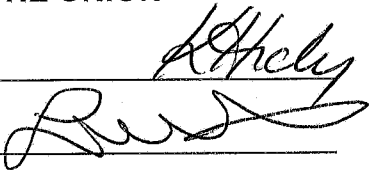
Maintenance **(Including Engineering);**

There shall be three (3) stewards from **Nursing.**

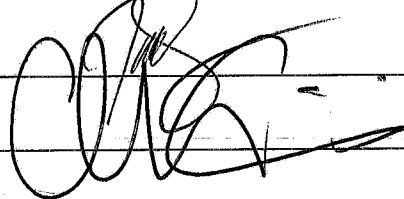
There shall be four (4) stewards from Support Services

Dated at Nauvau this 29th day of October 2019.

FOR THE UNION



FOR THE HOSPITAL



LOCAL PROVISIONS APPENDIX

ARTICLE L2 - SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Union as the sole collective bargaining agent for all its employees at Newmarket, Ontario, save and except professional medical staff, registered nurses, graduate nurses and undergraduate nurses (R.N.), graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office staff and persons regularly employed for not more than twenty- four hours per week.

ARTICLE L3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to hire, promote, demote, transfer and suspend employees and also the right of the Hospital to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.02 The Union further recognizes the right of the Hospital to operate and manage the Hospital in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Hospital at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment in the Hospital at Newmarket, Ontario, are solely and exclusively the responsibility of the Hospital. The Hospital also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules, the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Hospital agrees that any such rules shall not conflict with the provisions of this Agreement.

ARTICLE L4 – DEFINITIONS

g) Master Schedule Rotation

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

Revised Posted Schedule

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

ARTICLE L5 – UNION SECURITY

L5.05 Electronic Bulletin Board

The Hospital has agreed that SEIU can have their own area on the Hospital Intranet. An IT person from SEIU will meet with Corporate Communications in facilitating this project. The cost if any for set up will be SEIU's responsibility. All material to be posted will be sent to Human Resources for editorial content.

5.06 Onsite Union Office

The Employer shall supply an office equally shared with ONA bargaining units in the facility. The Employer shall provide a sufficient number of desks, filing cabinets, tables, chairs, fax machine with fax number, computers with unrestricted internet access and a telephone with an unrestricted line for local and long distance calls (as per the Hospitals Service provider plan), voicemail and a published union extension. The Employer will provide each Steward with an email address if they do not already have one. The office shall meet all health and safety standards and accommodate proper working conditions. On alternate days and upon request and upon request and availability, SEIU can book and utilize vacant meeting rooms.

ARTICLE L7 - GRIEVANCE COMMITTEE

The committee shall consist of the chief steward and not more than 8 employees.

Not more than three (3) members of the Grievance Committee shall meet with Management at any one time.

All members of the Grievance Committee shall be regular employees of the Hospital who have acquired seniority.

Stewards

The Hospital will recognize a Chief Steward as well as the following:

There shall be two (2) stewards from each of the following departments of the Hospital;

Food Services

Material Management (including SPD)

Maintenance (including Engineering)

Engineering

There shall be three (3) stewards from the Nursing Department.

There shall be four (4) Stewards form Support Services.

The Chief Steward will be allowed 7.5 hours per week to conduct union business. This time can be utilized by other stewards on an as needed basis, and/or used by the Chief Steward in its entirety. Time off is to be prearranged with the Stewards' Supervisor. The Hospital will provide a swipe code for the Stewards.

The Hospital agrees to permit stewards to wear an approved stewards' identification badge while on duty.

7.02 (f) Union Stewards

The Hospital acknowledges the right of the Union to appoint or otherwise select twenty Union Stewards.

ARTICLE L8 – DISCIPLINARY NOTICES

All letters of discipline shall be removed from the employee's file after twelve (12) months provided that the employee's record remains discipline free for the twelve (12) months.

The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than twelve (12) months prior to the date of the matters under current consideration, except in circumstances where disciplinary action on related matters has occurred within the twelve (12) month period.

A copy of any completed performance evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall then have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the hospital against the employee.

Each employee shall have access to their Personnel file for the purpose of reviewing evaluations, discipline, and counselling letters in the presence of a Human Resources representative. An employee is entitled to have the assistance of a union steward when reviewing the file. A copy of the evaluation will be provided to the employee at their request. A request by an employee for other documents in their file will not be unreasonably denied. Upon review of their employee, should the employee believe that any disciplinary letter is no longer applicable, they may request that such documentation be removed. Such request shall not be unreasonably denied.

ARTICLE L9 - SENIORITY LISTS

Seniority lists will be revised every six (6) months and a copy will be provided to the Chief Steward and the Union office. The employees will be permitted to examine the seniority list in the Personnel Office at any reasonable time.

An employee who wishes to challenge the seniority list must do so pursuant with the terms

and conditions of Article 9.06.

ARTICLE L13 - UTILIZATION OF RPN SKILLS:

- (i) The Hospital supports utilizing RPN's for the skills which the Hospital requires them to perform in the areas involved.
- (ii) The Hospital agrees to provide education for current RPN's for the additional skills which the Hospital requires them to perform.

ARTICLE L15 - UNION LEAVE

This leave of absence shall be for not more than two (2) employees at any one time and will be limited to one employee from any one Department. No such leaves of absence shall be for a period in excess of one week each, and total a period of more than three weeks in any Agreement year.

In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Employer will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year unless extended by mutual agreement, subject to the conditions set out above.

ARTICLE L16 - HOURS OR WORK

16.01 Daily and Weekly Hours of Work

- i) It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with five (5) work days in each week and ten (10) work days in each pay period, with the time off in each week being given, wherever possible, on consecutive days.
- ii) Employees will be scheduled to work no more than seven (7) consecutive days.
- iii) Night shift will be considered the first shift of the day.

Weekends Off

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

- (i) such weekend work was performed by the employee to satisfy specific days

off requested by such employee; or

- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

Insofar as it is practicable do so, for those employees who are presently scheduled off work every second weekend, the practice will continue.

16.05 It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Hospital and the employees affected and approved by the Union.

16.06 (a) It is agreed that the intent of this Agreement is to provide as far as possible, work schedules for full-time employees with five work days in each week and ten work days in each two weeks, with the time off in each being given wherever possible, on consecutive days. It is further agreed that the arrangements of the work schedule are governed by the efficient operation of the Hospital, and by the decision of the Hospital as to the number of staff required to be on duty at any one time.

Where practicable, employees' work schedules will be posted two weeks in advance of the schedules becoming effective. Employee requests for specific days off must, except in case of emergency, be submitted to the Department Head one week in advance of the normal posting date of the schedule concerned.

(b) Once posted, employees' work schedules shall not be altered without the mutual Agreement of the Department Head and the employee(s) concerned, provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the Hospital will not be responsible or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts.

- (c) The Hospital may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.
- (d) Changes to the posted work schedule shall be brought to the attention of the employee. Where less than sixteen (16) hours' notice is given personally to the employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the new schedule.

ARTICLE L18 - ALLOWANCES

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of **\$150.00** per year in a lump sum payment in the first pay period of November of each year.

ARTICLE L 19 - HEALTH AND SAFETY

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

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

ARTICLE L20 - PAID HOLIDAYS

- (a) The recognized holidays with pay for this Agreement shall be:

New Year's Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	Family Day Second Monday in February
Canada Day	First Monday in June
Civic Holiday	Float Day
Labour Day	
Thanksgiving Day	

Due to the nature of the services necessary in a Hospital many of the employees may be required to work on these holidays.

ARTICLE L21 – VACATIONS

21.03 Vacation Scheduling

- (a) All vacations will be scheduled on the basis of seniority.
- (b) Confirmed vacation requests will not be rescinded by the Employer. Approved vacations will not be changed unless mutually agreed.

ARTICLE L25 - WAGES AND CLASSIFICATIONS

- (a) During the lifetime of this Agreement the Hospital agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.

25.02 (a) Each employee shall conform to the timekeeping requirements of the Hospital. Failure to do so may be the cause for disciplinary action.

- (b) Employees desiring to leave the Hospital premises prior to the normal quitting time, exclusive of meal periods must obtain permission from the Department Head before leaving their work. Employees arriving late will be penalized.
 - (d) Employees must report to their respective supervisors in uniform, at the commencement of their shifts, and remain in uniform for the full working shift.
- 25.03 (a) The Hospital undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.
- (b) The Union undertakes to secure from its officers, stewards and members their co-operation with the Hospital and with all persons representing the Hospital in any supervisory capacity.
- 25.04 (a) The Hospital agrees that wages shall be paid on the regular pay day every two weeks except when interfered with by the occurrence of a statutory or civic holiday.
In this case, the regular pay day shall be advanced one day. The bi-weekly pay shall be computed by multiplying the monthly rate by twelve and dividing by twenty-six.
- (b) Employees will be paid during working hours and usually during the last shift worked on the regular pay day. Any alleged shortage in an employee's pay cheque will be corrected within one payroll working day after it has been reported and substantiated.

ARTICLE L30 - MISCELLANEOUS

Bulletin Boards

- (a) The Hospital will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union and be submitted to the Administrator, or his authorized representative for approval before being posted. Keys to the board or boards are to be in the custody of the Administrator.

Printing of Agreement

- (a) The Hospital will pay 50% of the cost of printing the collective labour agreement. Arrangements for the printing will be made jointly by the Hospital and the Union.

SCHEDULE A

CLASSIFICATION	Effective Date	Start	6 months	1 Year	2 Years	3 Years	4 Years
Dietary Aide	Current Rate	21.56		21.79	21.97		
	01-Jan-18	21.86		22.10	22.28		
	01-Jan-19	22.17		22.41	22.59		
	01-Jan-20	22.52		22.77	22.95		
	01-Jan-21	22.89		23.15	23.33		
Storesman Linen Serv Assoc	Current Rate	22.49		22.79	22.95		
	01-Jan-18	22.80		23.11	23.27		
	01-Jan-19	23.12		23.43	23.60		
	01-Jan-20	23.49		23.80	23.98		
	01-Jan-21	23.88		24.19	24.38		
Maintenance Painter/Handyperson	Current Rate	27.66	28.11				
	01-Jan-18	28.05	28.50				
	01-Jan-19	28.44	28.90				
	01-Jan-20	28.90	29.36				
	01-Jan-21	29.38	29.84				
RPN Non- Reg.	Current Rate	26.01					
	01-Jan-18	26.37					
	01-Jan-19	26.74					
	01-Jan-20	27.17					
	01-Jan-21	27.62					
RPN	Current Rate	28.87		29.07	29.35		
	01-Jan-18	29.27		29.48	29.76		
	01-Jan-19	29.68		29.89	30.18		
	01-Jan-20	30.15		30.37	30.66		
	01-Jan-21	30.65		30.87	31.17		
Maint Mechanic	Current Rate	25.58	26.03				
	01-Jan-18	25.94	26.39				
	01-Jan-19	26.30	26.76				
	01-Jan-20	26.72	27.19				
	01-Jan-21	27.16	27.64				

Hosp. Service Assoc Transp. Serv. Assoc	Current Rate	22.09		22.32	22.51		
	01-Jan-18	22.40		22.63	22.83		
	01-Jan-19	22.71		22.95	23.15		
	01-Jan-20	23.07		23.32	23.52		
	01-Jan-21	23.45		23.70	23.91		
Inventory Tech	Current Rate	25.05		25.55	26.07	26.60	27.18
	01-Jan-18	25.40		25.91	26.43	26.97	27.56
	01-Jan-19	25.76		26.27	26.80	27.35	27.95
	01-Jan-20	26.17		26.69	27.23	27.79	28.40
	01-Jan-21	26.60		27.13	27.68	28.25	28.87
Biomed Tech	Current Rate	35.23		36.31	37.40	38.47	39.69
	01-Jan-18	35.72		36.82	37.92	39.01	40.25
	01-Jan-19	36.22		37.34	38.45	39.56	40.81
	01-Jan-20	36.80		37.94	39.07	40.19	41.46
	01-Jan-21	37.41		38.57	39.71	40.85	42.14
Journey person/Maintenance	Current Rate	28.48	29.53				
	01-Jan-18	28.88	29.94				
	01-Jan-19	29.28	30.36				
	01-Jan-20	29.75	30.85				
	01-Jan-21	30.24	31.36				
Procedure Attendant Operating Room Attendant	Current Rate	23.54		23.77	24.03		
	01-Jan-18	23.87		24.10	24.37		
	01-Jan-19	24.20		24.44	24.71		
	01-Jan-20	24.59		24.83	25.11		
	01-Jan-21	25.00		25.24	25.52		
Sr. Ortho Tech.	Current Rate	31.40		32.42	33.45		
	01-Jan-18	31.84		32.87	33.92		
	01-Jan-19	32.29		33.33	34.39		
	01-Jan-20	32.81		33.86	34.94		
	01-Jan-21	33.35		34.42	35.52		

Ortho Tech.	Current Rate	27.18		28.32	29.50		
	01-Jan-18	27.56		28.72	29.91		
	01-Jan-19	27.95		29.12	30.33		
	01-Jan-20	28.40		29.59	30.82		
	01-Jan-21	28.87		30.08	31.33		
SPD Technician	Current Rate	22.81		23.54	23.77	24.03	
	01-Jan-18	23.13		23.87	24.10	24.37	
	01-Jan-19	23.45		24.20	24.44	24.71	
	01-Jan-20	23.83		24.59	24.83	25.11	
	01-Jan-21	24.22		25.00	25.24	25.52	
Sr. Biomed Tech.	Current Rate	39.80		40.88	42.11		
	01-Jan-18	40.36		41.45	42.70		
	01-Jan-19	40.93		42.03	43.30		
	01-Jan-20	41.58		42.70	43.99		
	01-Jan-21	42.27		43.40	44.72		
Sr. Maintenance Person	Current Rate	29.96					
	01-Jan-18	30.38					
	01-Jan-19	30.81					
	01-Jan-20	31.30					
	01-Jan-21	31.82					
Non-Reg Ortho Tech	Current Rate	25.16					
	01-Jan-18	25.51					
	01-Jan-19	25.87					
	01-Jan-20	26.28					
	01-Jan-21	26.71					
Maintenance Painter/Printer	Current Rate	26.67	27.12				
	01-Jan-18	27.04	27.50				
	01-Jan-19	27.42	27.89				
	01-Jan-20	27.86	28.34				
	01-Jan-21	28.32	28.81				
Sr. Eng. HVAC	Current Rate	31.88		33.04	34.23		
	01-Jan-18	32.33		33.50	34.71		

	01-Jan-19	32.78		33.97	35.20		
	01-Jan-20	33.30		34.51	35.76		
	01-Jan-21	33.85		35.08	36.35		

Notes:

1. Porters who may be required to transport cash and/or collecting laboratory samples by truck from other institutions will be paid twenty (0.20) cents an hour for the time spent in the performance of such duties.
2. RPN hired without their registration will be paid eighteen (0.18) cents per hour less than the RPN start rate until they receive their registration.