

280 FT
158 PT
438 Employees

Unit No. 2/28

SOURCE	Union		
Wages EFF.	91	10	11
TERM.	93	10	10
No. OF EMPLOYEES	438		
NOMBRE D'EMPLOYÉS	438		

COLLECTIVE AGREEMENT

BETWEEN

THE WELLESLEY HOSPITAL
(SERVICE)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F.L.-C.I.O.-C.L.C.

EFFECTIVE: OCTOBER 11, 1991

EXPIRY: OCTOBER 10, 1993

OCT 22 1993

0570505

INDEX

ARTICLE		PAGE
Article 1	Purpose ..*..a.....,	1
Article 2	Scope and Recognition	1
Article 3	Management Rights••••.....	1
Article 4	Definitions	2
	4.01 Temporary Employees	2
Article 5	Union Security	3
	5.01 Union Dues	3
	5.02 Interview Period	3
	5.03 Employee Lists	4
Article 6	No Strike/Lockout	4
Article 7	Union Representation and Committees	4
	7.01 Grievance Committee	4
	7.02 Union Stewards	5
	7.03 Central Bargaining Committee	6
	7.04 Local Negotiating Committee	6
	7.05 Union--Management Committee	7
Article 8	Grievance Procedure	8
	8.05 Policy Grievance	9
	8.06 Group Grievance	9
	8.07 Discharge Grievance	10
Article 9	Seniority ... a.....,	11
	9.01 Probationary Period	11
	9.02 Definition of Seniority	12
	9.03 Transfer of Service and Seniority	12
	9.04 Loss of Seniority	12
	9.05 Effect of Absence	13
	9.06 Seniority List	14
Article 10	Job Security	14
Article 11	Job Posting	19
Article 12	No Contracting Out	21
Article 13	Work of the Bargaining Unit	21
	13.01 Work of the Bargaining Unit	21
	13.02 Employment Agencies	21
	13.03 Volunteers	21
	13.04 Ratio of R.N.'s to R.N.A.'s	22
Article 14	Technological Change	22
Article 15	Leaves of Absence	23
	15.01 Bereavement Leave	23
	15.02 Education Leave	23
	15.03 Jury and Witness Duty	24
	15.04 Pregnancy Leave	25
	15.05 Parental Leave	26
	15.06 Full--time Union Office	28
	15.07 Union Leave	28
	15.08 Personal Leave	29
Article 16	Hours of Work,I....."	29
	16.01 Daily and Weekly Hours of Work	29
	16.02 Rest Periods	30
	16.03 Time Off Between Shifts	30

	16.04 Weekends Off	30
Article 17	Premium Payment	31
	17.02 Definition of Overtime '(Overtime Premium)	31
	17.03 Reporting Pay	32
	17.04 Standby	32
	17.05 Call Back	32
	17.06 Shift Premium	33
	17.07 Responsibility Outside the Bargaining Unit	33
	17.08 Overtime - Lieu Time	33
	17.10 Weekend Premium	34
Article 18	Allowances	34
	18.01 Meal Allowance	34
	18.02 Uniform Allowance	34
	18.03 Transportation Allowance	34
Article 19	Health and Safety	35
	19.01 Accident Prevention - Health and Safety Committee	35
	19.02 Protective Clothing	36
Article 20	Paid Holidays	36
Article 21	Vacations	38
	21.01 Entitlement and Calculation of Payment . .	38
	21.02 Approved Leave of Absence During Vacation	40
Article 22	Health and Insured Benefits	40
	22.01 Insured Benefits	40
	22.02 Change of Carrier	41
	22.03 Pension	41
Article 23	Injury and Disability	42
	23.01 Workers' Compensation Injury	42
	23.02 Disabled Employees	42
Article 24	Sick Leave	42
	24.01 Sick Leave and Long Term Disability	42
	24.07 Unemployment Insurance Rebate	44
	24.10 Workers' Compensation Benefits and Sick Leave	44
Article 25	Compensation	45
	25.01 Experience Pay	45
	25.02 Promotion to a Higher Classification	45
	25.03 Temporary Transfer	45
	25.04 Job Classification	45
	25.05 Wages and Classification Premiums	46
Article 26	Accommodation	47
Article 27	Bulletin Boards	47
Article 28	Cost of Printing	47
Article 29	Duration	48
	29.01 Renewal	48
	29.02 Term	48
	Schedule "A"	50
	Letter of Intent	55
	Memorandum of Understanding	56
	Memorandum of Understanding	57
	Part-time Addendum	58
	Memorandum of Understandin	66

COLLECTIVE AGREEMENT

BETWEEN:

THE WELLESLEY HOSPITAL
(Hereinafter referred to as the "Hospital")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 204
A.F. of L., C.I.O., C.L.C.
(Hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Hospital and all employees represented by the Union which will not interfere with the successful operation of The Wellesley Hospital as a public service institution intended to provide adequate hospital and clinical services to the general public.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 This Agreement applies to all employees referred to in Article 2.02 hereto, and more particularly set out in the schedule of job classifications and wage rates hereinafter provided.

2.02 The union is hereby established as the sole collective bargaining agency for all employees in the classifications outlined in Schedule "A" excluding all employees regularly employed for not more than twenty--four (24) hours per week and students employed for school vacation periods, and those covered by subsisting collective agreements. The Hospital undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

2.03 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) Establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement;

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. 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.

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 (a) "Full days" shall mean full calendar days exclusive of Saturdays, Sundays and Statutory and Civic Holidays.
- (b) Employees regularly working more than twenty-four (24) hours per week but less than forty (40) hours per week shall be entitled to all the conditions of this Agree-

ment on a pro rata basis as a portion against time worked in comparison to full time employees, e.g. thirty (30) hours per week employees will receive three-quarters (3/4) of all benefits such as sick leave, vacations, statutory holiday leave, etc., and the equivalent hourly rate for the applicable job classification.

4.03 Where used in this Agreement, the male pronoun shall be deemed to include the female pronoun.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

Such dues shall be deducted from the first pay of each month. In the case of newly hired employees, such deductions shall commence in the month following their date of hire,

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

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

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

5.02 Interview Period

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee in the month following completion of his probationary period for the purpose of in-forming such employees of the existence of the Union in the Hospital and the benefits accruing from membership in -the Union. The Hospital shall advise the Union monthly as to the names of the persons listed for interview and time and place on the premises of the Hospital designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Hospital may, if it so desires, have a representative present at any such interview.

5.03 Employee Lists

The Hospital agrees to provide the Union, as soon as practicable after the date of signing of this Agreement, with a list showing the date on which each employee who has completed the probationary period last commenced employment with the Hospital. The hospital further agrees to provide the Union with a copy of such list as of the first day of January and July during the term of this Agreement. Copies of such seniority lists will be posted on the bulletin boards as provided by the Hospital.

5.04 No person shall lose his job as a result of denial of Union membership or expulsion from the Union, except by reason of his failure to pay monthly Union dues uniformly levied on the membership.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 There shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth, in the Labour Relations Act, as amended from time to time.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than 3 employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including Arbitration. The number of employees on the Grievance Committee shall be determined locally.

7. 02 Union Stewards

- (a) The Hospital agrees to recognise 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 immediate l-y 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) The number of stewards and the areas which they represent, are to be determined locally.
- (f) The Hospital will recognize a Union Administrative Committee which shall consist of a Chief Steward and twelve (12) Stewards selected by the Union, not more than three of which committee members shall meet with management at any one time . The representation by Stewards shall be structured as f ollows:

- 2 Materials Management
- 2 Environmental Services
- 2 Nutrition and Food Services
- 2 Hospital Assistant Classification
- 2 R.N.A.
- 1 Maintenance Department
- 1 Operating Room

The Hospital shall not be required to maintain any Steward on a specific shift, and shall be advised of

the names of members of this Committee and notified of any change from time to time. All members of the committee shall be regular employees of the Hospital who have completed their probationary period.

7.03 Central Bargaining Committee

- (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one (1) representative from the bargaining unit shall be entitled to leave of absence to attend either the central negotiations (including caucuses) or only the central Union caucuses (including reasonable travel time) .

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one (1) day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committees.

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.

- (b) 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 Hospital's central negotiating committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the negotiating committee members shall receive unpaid time off for the purpose of attending arbitration hearings. It is understood and agreed that the maximum number of Union central negotiating committee members entitled to payment under this provision shall be seven (7), and in no case will more than one (1) employee from a hospital be entitled to such payment. The Union shall advise the Hospital's central negotiating committee, before negotiations commence, of those employees to be paid under this provision. The Hospital's central negotiating committee shall advise the seven (7) hospitals accordingly.

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of six (6) members to be elected, or

appointed from amongst employees in the bargaining unit, who have completed their probationary period.

- (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.
- (g) The Hospital agrees that if a negotiation meeting prior to conciliation or arbitration lasts for four (4) hours or more, that members of the negotiating committee who are scheduled to work the shift immediately following the commencement of the meeting will not be required to report for work provided they notify the Hospital of such intention.

7.05 Union - Management Committee

There shall be a Union-Management committee comprised of three (3) representatives of the Union, one of whom shall be the Chief Steward or his appointee, and three (3) representatives of the Hospital, one of whom shall be the Director of Personnel or his appointee. This committee shall meet at the request of either party, and a written agenda must be provided at least three (3) days prior to the meeting day, and minutes kept of all meetings with copies to be furnished to both parties. The function of the committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee shall not discuss grievances or matters which should be properly brought before the Hospital's Health and Safety Committee. The membership of such committee may be expanded by mutual consent from time to time .

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

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

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

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.

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

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

step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward,. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement then:

step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union Head, who will deliver his decision in writing within five (5)

days following the day on which the grievance was presented to him.

This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

A. meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties,

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3 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 Department Head, or his designate within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

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 3 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 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 3 is given, the grievance shall be deemed to have been abandoned.

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 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement,

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

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

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

8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

8.18 Record of Discipline

Any record of a disciplinary action taken by the Hospital shall be removed from the employee's record two years after the date of such disciplinary action being recorded provided that the employee's record is discipline free for such two year period.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A. new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

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.

9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty--four (24) months ;

- (f) employee fails upon being notified of a recall. to signify his intention to return within five (5) working days after he has received the notice of recall., and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if: an employee's absence is due to disability resulting in W.C.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness,

9.06 Seniority_List

The following is a list of departments for seniority purposes:

1. Nursing
2. Nutrition and Food Services
3. Environmental Services
4. Building Services

ARTICLE 10 - JOB SECURITY

10.01(a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases 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 representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

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

Disclosure

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

Accountability

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

10.02 Notice of Lay-off

(a) Union

There shall be at least three months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cut-back or cut-back in service which affects or could affect the bargaining unit,

(b) Employees

In the event of a lay-off of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months' service. Employees with less than twelve (12) months' service

will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

10.03 Severance and Retirement Options

(a) Severance Pay

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

(b) Retirement Allowance

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 one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

(c) A full-time employee who has completed one year of service and

(i) whose lay-off is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

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

entitlement which that Act may at some point come to provide.

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who 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 classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed .
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so 'by registered mail, addressed to the last address on record with the

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

- (h) Employees on Lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

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

ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

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

11.03 Employees shall be selected for positions under Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees; considered,, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article 11.01 employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01 and selection shall be made in accordance with Article 11.03.

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 Article 11.03 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 or the Request for Transfer 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 or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed .

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, Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

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

(b) 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 Ratio of R.N.'s to R.N.A.'s

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

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 minimization 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 age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel.

There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

14.04 Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

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 at 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 occupational 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.

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 allowance, 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 Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date,
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment 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 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 he granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who 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) Effective on November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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 eighteen (18) weeks 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 eighteen (18) weeks while the employee is on Parental leave.
- (h) Subject to any changes to the employee's status which would have occurred and 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 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. St is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

15.07 Union Leave

- (a) The Hospital. shall grant leave of absence without pay to employees to attend Union conventions, seminars,, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) In making application for leave of absence for Union business, it is understood the leave of absence shall be for no longer than a two (2) week period and will not be requested on more than two (2) occasions in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one time and not more than two (2) employees from one department are absent on Union leave at one and same time. It is understood and agreed that permission for such Union leave will not be unreasonably withheld.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to

the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

- (a) The Hospital may grant leave of absence without pay to an employee for valid personal reasons including sickness and accident after accumulated sick leave has been exhausted.
- (b) Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The regular work week shall average thirty-seven and one-half (37 1/2) hours (exclusive of meal times) for each employee during bi-weekly pay periods. 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.
- (b) An employee shall not be required to work more than seven and one-half (7 1/2) hours within an eight (8) hour period after commencing work.
- (c) It is understood that regular hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa and to which the provisions of Article 17.02 shall not apply.
- (d) Employees must report to their respective supervisors in uniform and remain in uniform for the full working shift.
- (e) Each employee shall be allowed thirty (30) minutes for meals on his own time, and such thirty (30) minute period shall be a continuous uninterrupted period of time.
- (f) Employees' work schedules shall be posted two (2) weeks in advance of the schedules becoming effective where practicable.
- (g) The Hospital shall endeavour to assign appropriate work to designated classifications in the Maintenance

Department, emergencies excepted, consistent with the successful operation of The Wellesley Hospital.

16.02 Rest Periods

- (a) Employees in the Building Service, Hospital Assistant and Environmental Services will be allowed fifteen (15) minutes relief in each half shift or period 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.
- (c) Employees in the Nutrition and Food Services classifications will be allowed one twenty-five (25) minute break period per seven and one-half (7 1/2) hour shift plus five (5) minute wash--up period at the end o-f their seven and one-half (7 1/2) hour shift without increasing the regular working hours.
- (d) Employees will be entitled to two (2) rest periods of fifteen (15) minutes duration per shift whereby one will be scheduled in each full half scheduled shift. The Hospital will decide when -the break periods are to be taken by the employees.

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 thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change over of shifts.

16.04 Weekends Off

- (a) 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 standard 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.

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 Employer and the employees affected and approved by the Union.

16.05 The Hospital may allow exchange of shifts at the request of two employees provided such change in posted time schedules be submitted in writing by both employees and that the Hospital's approval is obtained in advance and that no overtime premium is paid as a result of such exchange and no additional costs to the Hospital result from such exchange of shifts.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Not applicable.

17.02 Definition of Overtime (Overtime Premium)

- (a) Authorized work performed in excess of seven and one-half (7 1/2) hours in a tour of duty and seventy-five (75) hours in a bi-weekly pay period will be counted as overtime work and will be paid at the rate of time and one-half the employee's regular rate of pay.

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

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

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided

nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

- (b) Employees absent on approved leave, paid by the Hospital or by the Workers' Compensation Board, shall for the purpose 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.

17.03 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 as herein shall not apply whenever an employee has received not less than one hour's prior notice not to report for work.

17.04 Standby

- (a) An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee shall receive standby pay in the amount of two dollars and ten cents (\$2.10) per hour for all. hours on standby.
- (b) 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 earnings,, Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

(b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium but in no case shall an employee collect two call-back premiums within one such four (4) hour period,, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) above 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 forty-five cents (45 cents) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargain- Unit

When the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period in excess of one-half (1/2) of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) 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 two (2) 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. Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked .

17.09 Not applicable .

17.10 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$.45) 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.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowances

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 five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

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

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of seventy dollars (\$70.00) per year in a lump sum payment in the first pay period of November of each year.

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 mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (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 (1) 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 programmes 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 (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the 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.

19.02 Protective Clothing

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

The Hospital will provide \$35.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

- 20.01(a) The following statutory and paid holidays will be recognized as holidays on the days they are officially observed:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
Boxing Day	Second Monday in February

In addition, an employee who has completed six (6) months of continuous full time employment with the Hospital prior to 1st July of the contract year shall be entitled to one (1) "float" holiday, such day to be arranged between the Hospital and the employee. such "float" day will be a non-premium holiday. In addition, an employee will be granted one additional day annually in conjunction with his anniversary date of employment. This is a day to be provided either thirty (30) days before or thirty (30) days after the actual anniversary date of employment, and is also to be arranged between the Hospital and the employee. In the event that Heritage Day or some other day is proclaimed as a statutory holiday, such day shall be substituted for the "float" day. Those employees who have taken said "float" day prior to the proclamation shall be deemed to have taken the newly-proclaimed day.

- 20.02(a) An employee who is required to work on any of the above named holidays, will receive pay at the rate of time and one-half the employee's regular rate for work

performed on such holiday in addition to employee's regular entitlement.

- (b) In order to qualify for payment of the above named holidays and under the provisions of Article 20.02, an employee must work: his regular scheduled working day immediately prior to and following the holiday unless he is absent due to vacation, illness originating in the current or previous pay period in which the holiday occurs or leave of absence on Union business; all of which must be authorized by the Hospital. In case the employee is obliged to work: on the day the holiday is observed and therefore is assigned a lieu day, the attendance requirement as expressed above shall apply to the employee's lieu day.
- (c) Provided the Hospital's agreement is obtained, an employee who is required to work on any of the above-named holidays may elect to take a lieu day with pay in substitution for the holiday. Such day to be taken by mutual agreement between the Hospital and the employee within two (2) pay periods following the occurrence of the holiday. Such "lieu day" may be taken on any day of the week (or in conjunction with days off) but of necessity the Hospital's decision will govern. Nothing in the foregoing shall dis-entitle the employee from any premium pay proviso expressed in either Article 20.02(a) or 20.02(b) above.

20.03 In cases where less than seven and one-half (7 1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday, plus time and one--half the employee's regular rate for any and all hours worked on such day.

20.04 An employee who is absent on any of the above-named holidays after being required to work forfeits all pay for that day unless the absence is due to illness verified by a doctor's certificate in which case the employee will receive straight time for such holiday.

20.05 If one of the above-named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof.

20.06 It is agreed that if a shift commences on or before the designated holiday that such shift will not be considered as a shift scheduled for the designated holiday unless a majority of the hours scheduled on such shift occur on the designated 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 September 1st of 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 three (3) years of continuous service as of September 1st 1989 shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed one (1) year but less than two (2) years of continuous service as of September 1st, 1990 shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of September 1st 1989 shall be entitled to three (3) weeks" annual vacation with pay.

An employee who has completed two (2) years but less than six (6) years of continuous service as of September 1st 1990 shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of September 1st, 1991 shall be entitled to three (3) weeks" annual vacation with pay.

An employee who has completed eight (8) years but less than fifteen (15) years of continuous service as of September 1st 1989 shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed six (6) years but less than fifteen (15) years of continuous service as of September 1st 1990 shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of September 1st 1991 shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of September 1st 1989 shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-five (25) years of continuous service as of September 1st 1989 shall be entitled to six (6) weeks' annual vacation with pay.

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, Article 9.05.

- (b) For the purposes of determining vacation entitlement, the Hospital's vacation year is set; to extend from 1st September to 31st August following., However, employees shall be entitled to take any or all vacation earned during the above time frame in the period from 1st April to 31st March following unless some other time is mutually arranged. While the Hospital will give every consideration to an employee's preference as to the timing of his vacation, it must of necessity reserve the right to the final decision as to the scheduling of vacations, To ensure an orderly and equitable approach to the scheduling of vacations, the employee must indicate his vacation preference to the appropriate supervisor in writing by 31st March or in the case of employees wishing to defer vacation to January, February or March of the following year, by 1st December with the understanding that all vacation entitlements must be exhausted by 31st March of the following year. Failure to adhere to these regulations shall disentitle the employee from exercising his seniority for the Purpose of vacation allocation. It is understood and agreed that in case of conflicting vacation requested submitted within the above deadline, seniority will govern.
- (c) If, by six months' service, an employee qualifies as late as September 1st, i.e. those entering the Hospital on or before the first of March, the vacation will be granted with due regard for the maintenance of services in the department concerned and may be delayed.
- (d) Vacation pay shall be paid to all employees in advance of their vacation Period.
- (e) Vacation will be three (3) weeks after one year and four (4) weeks after 5 years for R.N.A.'s, N.R.N.A.'s,

Operating Room Technicians, R.N.A.-Operating Room Technician.

21.02 Approved Leave of Absence During Vacation

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

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered " sick leave" .

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.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

The policy of the Hospital to make available group life insurance coverage for its employees subject to the provisions of the respective plans will be continued during the term of this agreement.

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

- (a) The Hospital agrees to pay one hundred 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 per cent (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 \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

Existing provision 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.
- (e) Enrolment in the group dental plan shall be on the employee's successful completion of the probationary period or after the waiting period 'which is required by the plan, whichever is longer.
- (f) The Hospital shall make provision with its insurers by January 18, 1993 to allow all employees to thereafter retire "early" to maintain to age 65, at the retiree's cost, his or her participation in the following group plans:
 - (1) Extended Health Care, including Vision Care and Hearing Aid allowance.
 - (2) Dental Plan.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any plan provided that the benefits provided thereby **are** substantially the same.

22.03 Pension

The policy of the hospital to make available pension coverage for its employees subject to the provisions- of the plan will be continued during the term of this collective agreement.

22.04 The parties agree that any and all divisible surplus, or excess, credits or refunds, or reimbursement under whatever name, that may arise, during the term of the Collective Agreement and result from a lower premium amount paid by the Hospital

under the Ontario Health Insurance Act or any similar legislation, than the total amount paid by the Hospital and the employee at the commencement of the Agreement as premium payment for present health services shall accrue to and for the benefit of the Hospital, notwithstanding any legislation to the contrary, and particularly but without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits,, The Employer will pay the employee's wages for the day of the accident.

23.02 Disabled Employees

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

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 1987 Hospitals of Ontario Disability 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 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.

24.04 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 paragraph 5 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 Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

24.05 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any por-

tion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

24.06 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

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

24.08 Unemployment Insurance Rebate

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

24.09 Employees may be required to produce proof of sickness for any absence in the form of a medical certificate; and in all cases of sickness of three (3) or more working days a medical certificate is compulsory before returning to work.

24.10 In order to qualify for sick leave an employee must notify his Supervisor or, in his absence, the communications clerk, as soon as possible and at least one hour prior to the beginning of the employee's shift. The Hospital reserves the right to require proof of illness by medical certificate or such other form of proof as the Hospital may require before sick leave is granted.

24.11 Workers' Compensation Benefits and Sick Leave

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

25.02 Promotion to a Higher Classification

When an employee is promoted to a higher rated classification within the bargaining unit, he 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 (1) 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 (1/2) 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

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, or the Hospital makes a change in the job content of an existing classification, which in reality causes such classification to become a new classification the Hospital shall meet with a Union evaluation committee, comprised of not more than three representatives, one of whom shall be the Chief Steward, for the purpose of determining a mutually satisfactory rate for the classification. Any change mutually agreed to resulting from such meeting shall be retroactive to the date the Hospital notified the Union of the new classification or the change in the job content. 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 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, and shall be retroactive to the date the Hospital notified the Union of the classification or the change in job content.

25.05 Wages and Classification Premiums

- (a) The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedule "A" attached hereto.

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.

- (b) The Hospital agrees that wages shall be paid on or before Friday each two weeks except when interfered with by the occurrence of a paid holiday. In this case the regular pay day may be delayed one day.
- (c) Employees will be paid during working hours and usually during the last shift worked prior to the -regular pay day.
- (d) Pay shortages of ten (10) dollars or less will be corrected on the following pay day, and pay shortages of more than ten (10) dollars will be corrected as soon as practicable thereafter, however, before the next pay day.
- (e) Subject to the provisions of Article 25.01 the wage rates in effect for the duration of this Collective Agreement shall be set forth in Schedule "A" attached to and forming part of this Collective Agreement.
- (f) In case an employee is required to perform snow removal duties, a premium of seventy-five cents (75¢) per hour shall be paid him. Such premium payment shall not apply for any hours during which other premium pay is received by the employee.

25.06 The Hospital agrees that Hospital Assistants (trainees) will progress to the starting rate of Hospital Assistant (2nd Class) after completion of three (3) months successful service as a trainee. Trainees shall be classed as probationary employees during this period and the dismissal of a probationary employee shall not be made the subject of a grievance.

In order to progress to Hospital Assistant 1st Class, the employee must satisfactorily perform his duties for fifteen (15)

continuous months as a Hospital Assistant 2nd Class, and successfully complete an examination provided by the Hospital during that period. When these two requirements are met, the employee will then be classified as Hospital Assistant 1st Class and be paid at the rate applicable after twelve (12) months service for such classification. An employee who fails to pass such examination, and who continues satisfactory performance of duties, will be given a second opportunity to take such examination six months following the date on which he was first examined. Any subsequent opportunity to take such examination will be at the discretion of the Hospital.

New employees with more than twelve (12) months experience may be hired as Hospital Assistants (2nd Class) and will progress to Hospital Assistants (1st Class) in the normal manner.

New employees who have taken a recognized course will be hired as Hospital Assistants (2nd Class) and, upon successful completion of their probationary period, will be given an opportunity to take an examination prescribed by the Hospital. Upon successfully completing such examination, the employee will then be classified as Hospital Assistant (1st Class) and be paid the starting rate for the classification.

ARTICLE 26 - ACCOMMODATION

26.01 Whenever employees take their meals at the Hospital, a cafeteria will be provided for such employees' convenience. In case substantial changes in the price structure in the cafeteria are intended, the Hospital will discuss such intended price increases with the Union prior to implementation.

26.02 When employees bring their own lunch a cafeteria will be provided. Locker facilities will be provided when they are available for employees.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital agrees to supply and make available to the Union for the posting of seniority lists and Union notices five bulletin boards in such places so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin boards without prior approval by the Director of Human Resources of the Hospital.

ARTICLE 28 - COST OF PRINTING

28.01 Each of the parties to this Agreement shall share the cost of printing this Agreement equally between them.



ARTICLE 29 - DURATION

29.01 Renewal

This Agreement shall continue in effect until October 10, 1993 and shall remain in effect from year to year thereafter unless either party gives the other party not more than ninety (90) days before the date of termination written notice of termination or desire to amend the Agreement.

29.02 Term

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

29.03 If, pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, as amended from time to time.

29.04 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 Committee 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 Committee referred to above.

DATED AT TORONTO, this 5th day of August 1993.

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

THE WELLESLEY HOSPITAL

Ron Davidson

Gregory Koles

Henry Wells

Peacock

E. Karikas

Maria S. S. S.

RN/CC

S.E.I.U. (SERVICE)

SCHEDULE "A"

	Pull-time	Start	6 Mo.	1 Year	2 Year	3 Year
	Part-time	Start	865 hrs.	1725 hr	3450 hr	5175 hr

Group A

Charge Plumber

Oct. 11/91		19.447				
Apr. 11/92		19.967				
Oct. 11/92		20.356				

*Charge Electrician

Oct. 11/91		19.459				
Apr. 11/92		19.959				
Oct. 11/92		20.1348				

Group B

*Plumber

Oct. 11/91		18.675	18.958			
Oct. 11/92		19.048	19.337			

OR Technician

Oct. 11/91		18.675	18.826	18.958		
Oct. 11/92		19.048	19.203	19.337		

RNA-INPT Floors

Oct. 11/91		18.675	18.826	18.958		
Oct. 11/92		19.048	19.203	19.337		

RNA-Specialties (Dialysis
Del Rm Psychiatric
Nsg Asst)

Oct. 11/91		18.675	18.826	18.958		
Oct. 11/92		19.048	19.203	19.337		

Venipuncture Technician

Oct. 11/91		18.675	18.826	18.958		
Oct. 11/92		19.048	19.203	19.337		

Group C

Charge Carpenter

Oct. 11/91		18.782				
Apr. 11/92		19.002				
Apr. 11/92		19.378				

Electrician

Oct. 11/91		18.629	18.957			
Oct. 11/91		19.002	19.336			

*Urology Technician					
Oct. 11/91	14.531		14.812		
Oct. 11/92	14.822		15.108		
NRNA					
Oct. 11/91	14.382		14.534	14.665	14.812
Oct. 11/92	14.670		14.825	14.958	15.108
Group D					
Carpenter					
Oct. 11/91	17.999	18.303			
Oct. 11/92	18.359	18.669			
Purchasing Asst-Nutrition					
Oct. 11/91	14.484		15.138	15.827	
Oct. 11/92	14.774		15.441	16.144	
Purchasing Asst-Pharmacy					
Oct. 11/91	15.827				
Oct. 11/92	16.144				
Printer					
Oct. 11/91	15.698				
Oct. 11/92	16.012				
Cook I					
Oct. 11/91	14.941		15.256		
Oct. 11/92	15.240		15.561		
*Hospital Assistant					
Oct. 11/91	14.298		14.554		
Oct. 11/92	14.584		14.845		
Group E					
Charger Painter					
Oct. 11/91	17.540				
Apr. 11/92	17.760				
Oct. 11/92	18.111				
Machinist					
Oct. 11/91	16.653	16.933			
Oct. 11/92	16.986	17.272			
Charge CSS Technician					
Oct. 11/91	14.205		14.333	14.472	14.602
Apr. 11/92	14.355		14.483	14.622	14.752
Oct. 11/92	14.639		14.770	14.911	15.044
Charge Housekeeper					
Oct. 11/91	14.229		14.531		
Apr. 11/92	14.379		14.681		
Oct. 11/92	14.664		14.972		

Charge Transporter				
Oct. 11/91	14.299		14.531	
Apr. 11/92	14.379		14.681	
Oct. 11/92	14.664		14.972	
*Cook II				
Oct. 11/91	14.089		14.382	
Oct. 11/92	14.371		14.670	
NRNA-OCC Therapy				
NRNA-Physiotherapy				
Oct. 11/91	14.089	14.186	14.285	14.382
Oct. 11/92	14.371	14.470	14.571	14.670
Rehab Assistant				
Oct. 11/91	14.089	14.236	14.382	
Oct. 11/92	14.371	14.521	14.670	
Seamstress				
Oct. 11/91	14.089	14.382		
Oct. 11/92	14.371	14.670		
Group F				
Painter				
Oct. 11/91	16.758	17.038		
Oct. 11/92	17.093	17.379		
Stores Attendant				
Oct. 11/91	14.484	14.753		
Oct. 11/92	14.774	15.048		
Printer's Assistant				
Oct. 11/91	14.484	14.753		
Oct. 11/92	14.774	15.048		
Charge Mailroom Attendant				
Oct. 11/91	14.216	14.508		
Apr. 11/92	14.366	14.658		
Oct. 11/92	14.650	14.948		
Equipment Attendant				
Oct. 11/91	14.089	14.382		
Oct. 11/92	14.371	14.670		
Radiology Assistant				
Oct. 11/91	13.819	14.228		
Oct. 11/92	14.095	14.513		
Housekeeper I				
*Housekeeper II				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		

CSS Technician				
Oct. 11/91	13.819	13.914	14.011	14.111
Oct. 11/92	14.095	14.192	14.291	14.393
Laboratory Attendant				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		
Transporter				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		
Speciality Attendant - Colposcopy				
Speciality Attendant - Radiology				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		
Speciality Attendant - OR				
Speciality Attendant - OR-ANAES				
Oct. 11/91	13.819	13.914	14.011	14.111
Oct. 11/92	14.095	14.192	14.291	14.393
Group G				
Pharmacy Attendant				
Oct. 11/91	14.484	14.753		
Oct. 11/92	14.774	15.048		
*Mailroom Attendant				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		
Central Lab Attendant				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		
Linen Services Attendant				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		
NRNA-SOPS				
Oct. 11/91	13.819	13.914	14.011	14.111
Oct. 11/92	14.095	14.192	14.291	14.393
Nutrition Attendant				
Oct. 11/91	13.819	14.111		
Oct. 11/92	14.095	14.393		
Speciality Attendant - Emerg OR				
Speciality Attendant - Cystoscopy				
Speciality Attendant - RTBC				
Speciality Attendant - Special Proc				
Oct. 11/91	13.819	13.914	14.011	14.111
Oct. 11/92	14.095	14.192	14.291	14.393

Group H

Trades Attendant

Oct. 11/91	15.298	15.567
Oct. 11/92	15.604	15.878

*Elevator Operator

Oct. 11/91	13.819	14.111
Oct. 11/92	14.095	14.393

*Denotes Male Comparator

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.

MEMORANDUM OF UNDERSTANDING

Re. Shift Premium

This letter shall be attached to and form part of the Collective Agreement.

This letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on
3. Hospitals who were paying a shift premium on the 11:00 a.m. to 7:00 p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October 11, 1987.

MEMORANDUM OF UNDERSTANDING

Between

THE WELLESLEY HOSPITAL
(Hereinafter called the Hospital)

And

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
(Hereinafter called the Union)

Re: Payment for laying carpet, laying tiles, or sandblasting

Any employee in the Department of Environmental Services will be paid an additional seventy-five cents (\$.75) per hour when assigned to installing carpets, laying floor tiles, or sandblasting exterior surfaces. This payment will be above and beyond any other premiums which may apply during the hours of such work. If these jobs should cease to be temporary and should become full-time positions, then the applicable articles of the Collective Agreement dealing with the introduction of a new classification will apply.

Dated in Toronto, this 5th day of August 1993.

FOR THE HOSPITAL

Gregory Kolesen
Bleacock
Mark Lalk

FOR THE UNION

Ron Davidson
Henry
R. V. S.
E. Karikas

PART-TIME

ADDENDUM TO THE
COLLECTIVE AGREEMENT

BETWEEN:

THE WELLESLEY HOSPITAL
(Hereinafter Referred to as the "Hospital")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F. of L., C.I.O., C.L.C.
(Hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1.02 The purpose of this addendum to the full--time agreement is to set out the terms applicable only to part-time employees.

With the exception of terms specifically provided for in this part-time addendum,, the terms of the full-time agreement shall also apply to the part-time employees covered by this addendum. For ease of reference between this addendum and the full-time agreement, the articles in this addendum have been numbered the same as the articles in the full-time agreement.

ARTICLE 2 -- RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent for all employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered graduate and undergraduate nurses, paramedical employees, office staff and all other employee covered by subsisting collective agreements.

ARTICLE 4 - DEFINITIONS

4.01 (a) A regular part-time employee is defined as an employee who makes a commitment in writing to the Hospital to be available for work for twenty-four (24) hours and/or three (3) shifts per week on a pre-determined basis as required and determined by the Hospital and in respect of whom there is a pre-determined schedule.

A casual part-time employee is defined as an employee whose work is not on a pre-determined and scheduled

basis , but is on call and is available to work any shift as circumstances demand.

(b) Where part-time employees temporarily work more than twenty-four (24) hours in a week, they shall be members of and be covered by the part-time agreement.

ARTICLE 9 - SENIORITY

9.01 A new employee will be considered on probation until he has completed 337 1/2 hours of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337 1/2 hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 The Hospital agrees to provide the Union, with a list showing the number of hours worked for each employee who has completed the probationary period since they last commenced employment with the Hospital and their seniority standing under Article 9.01. A copy of such list will be provided to the Union as of the first day of January and July during the term of this Agreement,, Copies of such seniority lists will be posted on the bulletin boards as provided by the Hospital.

9.05 Not applicable.

9.06 The following is a' list of departments for seniority purposes:

1. Nursing
2. Nutrition and Food Services
3. Environmental Services
4. Building Services

ARTICLE 11 -- JOB POSTING

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding four hundred and ninety--five (495) hours and if the employee proves satisfactory, then he shall be 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 or an equivalent job at his former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees

shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 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. An employee who wishes to transfer from his present position or classification to a different position or classification in the Hospital shall advise the Department of Human Resources in writing of his request. The request for transfer will be considered when vacancies occur.

11.09 The Hospital undertakes to observe the seniority of employees with regard to transfers so far as it is practicable to do so, as well as their relative efficiency and suitability having regard to the fact that employees are assisting in the operation of the Hospital which must be operated with primary concern for the health and welfare of its patients.

11.10 The Union acknowledges that in the circumstances of transfer, the Hospital's considered judgement as the efficiency and suitability of an employee for any particular task must be accepted and that the functions of the Union in dealing with complaints or grievances arising out of this clause will generally consist of ascertaining that all relevant facts and circumstances have not been adequately considered by the Hospital.

11.11 Seniority shall be retained by an employee in the event that he is transferred from full-time to part-time or vice versa. For the purposes of the Agreement but not for the purposes of service under any provisions of the Collective Agreement (save as expressly provided otherwise in this Agreement), an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1,725 hours worked. Any time worked in excess of an equivalent shall be pro rated at the time of transfer.

Notwithstanding the above, employees hired prior to April 18, 1987 will be credited with the seniority they held under the Agreement expiring **March 31, 1987** and will thereafter accumulate seniority in accordance with this Article.

Implementation Note

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule, all part-time employees service and seniority shall be converted as at April 18, 1987 on the following basis:

$$\frac{\text{Employees' hours of service}}{1950} \times 1,725 = \text{Converted hours of service}$$

ARTICLE 15.04 -- PREGNANCY LEAVE:

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

ARTICLE 15.05 - PARENTAL LEAVE

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

ARTICLE 16 -- HOURS OF WORK

16.01(a) The normal work day shall consist of seven and one-half (7 1/2) hours excluding a one-half (1/2) hour unpaid meal break, and may in fact be less than seven and one-half (7 1/2) hours per day. Such hours shall be worked in accordance with schedules and shifts as determined by the Hospital. The provisions designating regular hours on a daily shift and regular daily shifts over the Hospital's working schedule shall not be construed to be a guarantee of the hours of work to be done on each shift or during each shift schedule.

16.04 Not applicable.

16.06 Scheduling- Regular Part-time

- (a) Schedules for part-time employees shall be posted two weeks in advance and shall cover a four week period, where practicable.
- (b) The Hospital agrees that it will not require an employee to work a schedule of more than seven (7) consecutive shifts without his/her consent.

(c) Employees shall be scheduled at least every third weekend off save and except where such employees are by agreement, scheduled to work consecutive weekends.

(d) Overtime on Weekend

An employee will receive time and one-half her regular straight time hourly rate for all hours worked on a fourth but not subsequent weekends save and except where:

(i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or

(ii) Such employee has requested weekend work; or

(iii) Such weekend is worked as the result of an exchange of shift with another employee,,

16.07 Scheduling--Casual Part-time

(a) Casual part-time employees must be available for work at minimum of ten (10) shifts each calendar month with at least five (5) of those shifts being on weekends and a total of fifty per cent (50%) of availability being on afternoon and/or night: shifts. A casual part--time employee will declare their availability at time of hire.

Such availability may be subject to change by mutual agreement between the Hospital and the employee concerned provided that the minimum availability requirements are maintained.

(b) When an employee is called to come into work based upon his declared availability and subsequently declines or accepts and does not report for work on more than three (3) occasions during any three (3) consecutive calendar month period, he will be considered as having resigned without notice.

(c) Casual employees may be requested to work on consecutive weekends.

(d) The Hospital agrees that it will not require an employee to work a schedule of more than seven (7) consecutive shifts without his/her consent.

16.08 Cancelled Shifts

In the case where a regular part-time or casual part-time employee has been pre-scheduled and then cancelled, if the cancelled shift should then become available, the Hospital will

offer this shift to the cancelled employee before offering the shift to others.

ARTICLE 17 - PREMIUM PAYMENT

17.02(c) Overtime payment for hours worked will not apply as a result of the following:

(1) An exchange of shifts by two employees and which exchange must first have the approval of the department head or designate as provided for in Article 16.05.

(2) A change from standard time to daylight saving time and vice versa.

17.03 Reporting Pay

Employees who report for work at the starting time of their scheduled shifts save and except employees who are scheduled for four (4) hours or less not having previously been advised not to report, shall be guaranteed at least four (4) hours of work or, if no work is available, shall be paid for at least four (4) hours time at the employee's applicable straight time hourly rate of pay.

Employees who are scheduled for four (4) hours or less will be guaranteed one-half of their scheduled hours. This provision shall not apply in the following circumstances:

(i) When an employee who has been off work does not notify his/her department head or designate of his/her intention to return to work twenty-four (24) hours in advance of his/her return;

(ii) When an employee fails to keep the Hospital advised of a telephone number that can be used for the purpose of leaving a message;

(iii) When work is not available due to circumstances that are beyond the reasonable control of the Hospital.

ARTICLE 20 -- PAID HOLIDAYS

20.01(a) The following statutory and paid holidays will be recognized as holidays on the days they are officially observed.

New Year's Day
Good Friday
Victoria Day

Civic Holiday
Labour Day
Thanksgiving Day

Dominion Day
3rd Monday in February

Christmas Day
Boxing Day

20.02 An employee who is required to work on any of the above named holidays, will receive pay at the rate of time and one-half the employee's regular rate of work performed on such holiday.

ARTICLE 21 -- VACATIONS

21.01 Effective March 5, 1991, part-time employees on the active payroll of the Hospital will be paid vacation pay on the following basis:

- (a) Less than 3,450 hours worked - an amount equal to four percent (4%) of gross earnings;
- (b) More than 3,450 hours worked, but less than 8,625 hours worked - an amount equal to six percent (6%) of gross earnings;
- (c) More than 8,625 hours worked, but less than 25,875 hours worked - an amount equal to eight percent (8%) of gross earnings;
- (d) More than 25,875 hours worked - an amount equal to ten percent (10%) of gross earnings;
- (e) More than 43,125 hours worked - an amount equal to twelve percent (12%) of gross earnings.

21.02 Vacation Pay

For the purpose of determining vacation for the purposes of calculating vacation pay, the vacation pay shall be from September 1st to August 31st following. The higher percentage entitlement will commence at the time the hours worked service requirement is attained in accordance with Article 21.01.

ARTICLE 22 -- PART-TIME BENEFITS

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

Article 22.01, 22.02, 22.04, 23.01, 24.01, 24.02, 24.03, 24.04, 24.05, 24.06, 24.07, 24.08, 24.10, 24.11 are not applicable.

