

OS-796(05)

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|--------|------|-------|-------------------|----|
| SOURCE | Hosp | | No. OF EMPLOYEES | 60 |
| EFF. | 93 | 10/11 | NOMBRE D'EMPLOYÉS | 60 |
| TERM. | 93 | 10 | | |

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE NUMBER</u> |
|----------------|-------------------------------------|--------------------|
| ARTICLE 1 - | PURPOSE | 1 |
| ARTICLE 2 - | SCOPE AND RECOGNITION | 2 |
| ARTICLE 3 - | MANAGEMENT RIGHTS | 3 |
| ARTICLE 4 - | DEFINITIONS | 5 |
| 4.01 | Temporary Employees | 5 |
| ARTICLE 5 - | UNION SECURITY | 6 |
| 5.01 | Union Dues | 6 |
| 5.02 | Interview Period | 7 |
| 5.03 | Employee Lists | 7 |
| 5.04 | Part-Time Transfers | 7 |
| ARTICLE 6 - | NO STRIKE/LOCKOUT | 8 |
| ARTICLE 7 - | UNION REPRESENTATION AND COMMITTEES | 9 |
| 7.01 | Grievance Committee | 9 |
| 7.02 | Union Stewards | 9 |
| 7.03 | Central Bargaining Committee | 11 |
| 7.04 | Local Negotiating Committee | 12 |
| ARTICLE 8 - | GRIEVANCE AND ARBITRATION | 14 |

SERVICE COLLECTIVE AGREEMENT
BETWEEN
WEST HALDIMAND GENERAL HOSPITAL
(hereinafter called the "Hospital")

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION
Local 532, A.F.L.-C.I.O.-C.L.C.
(Hereinafter called the "Union")

Expires: October 10, 1995

| <u>ARTICLE</u> | | <u>PAGE NUMBER</u> |
|----------------|---|--------------------|
| ARTICLE 9 - | SENIORITY | 20 |
| 9.01 | Probationary Period | 20 |
| 9.02 | Definition of Seniority | 20 |
| 9.03 | Transfer of Service and Seniority | 21 |
| 9.04 | Loss of Seniority | 21 |
| 9.05 | Effect of Absence | 22 |
| 9.06 | Seniority | 24 |
| ARTICLE 10 - | JOB SECURITY | 26 |
| ARTICLE 11 - | JOB POSTING | 36 |
| ARTICLE 12 - | NO CONTRACTING OUT | 39 |
| ARTICLE 13 - | WORK OUT OF THE BARGAINING UNIT | 40 |
| 13.01 | Work of the Bargaining Unit | 40 |
| 13.02 | Employment Agencies | 40 |
| 13.03 | Volunteers | 40 |
| 13.04 | Ratio of R.N.'s to R.P.N.'s | 41 |
| ARTICLE 14 - | TECHNOLOGICAL CHANGE | 42 |
| ARTICLE 15 - | LEAVES OF ABSENCE | 44 |
| 15.01 | Bereavement Leave | 44 |
| 15.02 | Education Leave | 44 |
| 15.03 | Jury and Witness Duty | 45 |
| 15.04 | Pregnancy Leave | 47 |
| 15.05 | Parental Leave | 54 |
| 15.06 | Full-Time Union Office | 62 |
| 15.07 | Union Leave | 62 |
| 15.08 | Personal Leave | 63 |

| <u>ARTICLE</u> | | <u>PAGE NUMBER</u> |
|----------------|---|--------------------|
| ARTICLE 16 - | HOURS OF WORK | 64 |
| 16.01 | Daily and Weekly Hours of work | 64 |
| 16.02 | Rest Periods | 65 |
| 16.03 | Time Off Between Shifts | 65 |
| 16.04 | Weekends Off | 66 |
| ARTICLE 17 - | PREMIUM PAYMENT | 68 |
| 17.01 | Definition of Regular Straight Tie Rate of Pay | 68 |
| 17.02 | Definition of Overtime | 68 |
| 17.03 | Reporting Pay | 69 |
| 17.04 | Standby | 69 |
| 17.05 | Call Back | 70 |
| 17.06 | Shift Premium | 71 |
| 17.07 | Responsibility Outside the Bargaining Unit | 71 |
| 17.08 | Overtime - Lieu Time | 71 |
| 17.09 | Paid Time to Working Time | 72 |
| 17.10 | Weekend Premium | 72 |
| ARTICLE 18 - | ALLOWANCES | 73 |
| 18.01 | Meal Allowance | 73 |
| 18.02 | Uniform Allowance | 73 |
| 18.03 | Transportation Allowance | 74 |
| ARTICLE 19 - | HEALTH AND SAFETY | 75 |
| 19.01 | Accident Prevention - Health and Safety Committee | 75 |
| 19.02 | Protective Clothing | 76 |
| ARTICLE 20 - | PAID HOLIDAYS | 78 |

| <u>ARTICLE</u> | | <u>PAGE NUMBER</u> |
|-----------------------|---|---------------------------|
| ARTICLE 21 - | VACATIONS | 80 |
| 21.01 | Entitlement and Calculation of Payment | 80 |
| 21.02 | Approved Leave of Absence During Vacation | 82 |
| ARTICLE 22 - | HEALTH AND INSURED BENEFITS | 83 |
| 22.01 | Insured Benefits | 83 |
| 22.02 | Change of Carrier | 85 |
| 22.03 | Pension | 85 |
| 22.04 | Health and Welfare | 86 |
| ARTICLE 23 - | INJURY AND DISABILITY | 87 |
| 23.01 | Worker% Compensation Injury | 87 |
| 23.02 | Disabled Employees | 87 |
| ARTICLE 24 - | SICK LEAVE | 88 |
| 24.01 | Sick Leave and Long Term Disability | 88 |
| 24.02 | Worker's Compensation and Sick Leave (Full-Time) | 91 |
| ARTICLE 25 - | COMPENSATION | 93 |
| 25.01 | Experience Pay | 93 |
| 25.02 | Promotion to a Higher Classification | 93 |
| 25.03 | Temporary Transfer | 94 |
| 25.04 | Job Classification | 94 |
| 25.05 | Wages and Classification Premiums | 96 |

| <u>ARTICLE</u> | | <u>PAGE NUMBER</u> |
|---|-------------------------------------|---------------------------|
| ARTICLE 26 - | OTHER PROVISIONS | 104 |
| ARTICLE 27 - | DURATION | 105 |
| 27.01 | Renewal | 105 |
| 27.02 | Term | 105 |
| ARTICLE 28 - | RETROACTIVITY | 106 |
| LETTER OF INTENT RE: | LIABILITY INSURANCE | 107 |
| ADDENDUM TO AGREEMENT COVERING PART-TIME BARGAINING UNIT EMPLOYEES | | 108 |
| ARTICLE 1 - | SCOPE AND RECOGNITION | 109 |
| ARTICLE 5 - | UNION SECURITY | 109 |
| ARTICLE 9 - | SENIORITY | 110 |
| ARTICLE 11 - | JOB POSTING | 111 |
| ARTICLE 16 & 17 - | HOURS OF WORK AND OVERTIME | 112 |
| ARTICLE 20 - | HOLIDAYS | 112 |
| ARTICLE 21 - | VACATIONS | 112 |
| ARTICLE 22 - | BENEFITS FOR PART-TIME EMPLOYEES | 114 |
| ARTICLE 25 - | COMPENSATION | 114 |
| MEMORANDUM OF UNDERSTANDING | | 115 |

ARTICLE 1 - PURPOSE

- 1.01** The purpose of the Collective Agreement is to set forth conditions of employment for the employees coming within the scope of this Agreement, and to maintain good and mutually beneficial relationships between the Hospital, its employees and the Union.
- 1.02** The Hospital agrees to treat the employees with consideration and the Union agrees to encourage them to accomplish loyal and sincere work.
- 1.03** The Union **recognizes** that the Hospital is a public service dedicated to the care of the sick and injured. This obligation requires reliable and continuous service to be performed with skill and efficiency.
-

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Hospital **recognizes** the Union as a sole collective bargaining agent for all its employees at **Hagersville**, Ontario, save and except professional medical staff, Registered Nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate **dieticians**, student **dieticians**, technical personnel, supervisors, foreman, persons above the rank of supervisor or foreman, chief engineer, office **staff**, persons regularly employed for not more than **22.5** hours per week, students employed during the school vacation period, and employees hired under the mental retardation programme.

ARTICLE 4 - DEFINITIONS

4.01 - Temporary Employees

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

This clause would not preclude such employees ~~from using the job posting provision~~ under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

ARTICLE 5 - UNION SECURITY

5.01 - Union Dues

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

Such dues shall be deducted from the **first** pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular 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 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.

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 six 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 **recognize** Union Stewards to be elected or appointed **from** amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist **in** the presentation of any grievance, or with any steward function.

(c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under **this** Article as well as the effective date of their respective appointments.

(d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission **from** their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital **in** which he is not originally ~~employed, he shall report his presence to the~~ supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

(e) Nothing in this Article shall preclude **full-**time stewards **from** representing part-time employees and vice versa.

(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.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

.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.

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

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

.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 griever may have the assistance of a union steward if he so desires.

.06 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.

.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.

.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.

.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).

.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~~ **ve (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.

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

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 and arbitration procedure;
- (c)** employee is absent **from** scheduled work for a period of three **(3)** or more consecutive working days without notifying the Hospital of such absence and providing a 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

Unless otherwise provided in this Collective Agreement:

(a) It is understood that during an approved unpaid absence not exceeding thirty **(30)** continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

(c) Seniority lists will be revised and brought up to date by the Hospital upon January 2 and July 2 of each year. The Hospital will post a copy of each departmental list in the appropriate department and will supply the Union with copies upon request.

(d) A bargaining unit employee who is transferred to a supervisory position or any position not subject to the provisions of this Agreement shall accumulate seniority during the period he retains such position and, if he is returned to the bargaining unit, such seniority shall be added to the seniority which he had at the time of his promotion or appointment.

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 **(3)** months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning

Committee to consider possible ways and means of avoiding or **minimizing** potential adverse effects upon employees in the bargaining **unit** including:

(I) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

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

10.03 - Severance and Retirement Options

(a) Severance Pay

With the lessor of **thirty (30)** days from the date of notice of layoff or the notice provided above an employee with more than twelve **(12)** months service with the Hospital who has received notice of layoff 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**.

Note: In accordance with the Mitchnick Board's supplementary award dated February **24, 1997**, notwithstanding article **10.02**, notice for the purposes of severance pay under Article **10.03** (a) is to be calculated on the **basis of 2** weeks per year or **service** to a maximum of **12** weeks. Thus the balance of the notice referred to above will be the balance of up to **12** weeks as applicable.

(b) Retirement Allowance

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

Within **thirty (30)** days from the date of notice of lay off, an employee who has received notice of lay off of a permanent or long-term nature may retire provided that the employee is eligible to **retire** under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of 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 employee's 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 the 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.

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's straight time hourly rate provided he can perform the duties without **training** other than orientation. Such employee so displaced shall be laid off.

(iii) the decision of the employee to choose (a) or **(b)** above shall be given in writing to the designated hospital representative within ten **(10)** working days (excluding Saturday, Sunday and Holidays) following the notification of lay off.

~~Employees failing to do so will be deemed to have accepted lay off.~~

(c) An employee shall have opportunity of recall from a layoff 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 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 layoff should it become vacant within six **(6)** months of being recalled.

(f) No new employee 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 layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten **(10)** working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article **.01**, employees in other **SEIU** service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article **.01**, and selection shall be made in accordance with Article **.03** above.

.05 Vacancies which are not expected to exceed six **(6)** months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in **SEIU** service bargaining units who have recorded their interest **in** writing prior to ~~considering persons not employed by the Hospital~~. In considering such part-time employees the criteria for selection in **.03** shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been compiled 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.

.07 The successful applicant will be placed in the vacancy for 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.

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

13.04 - Ratio of RN's to RPN's

At the time of considering whether or not to alter the ratio of **R.N.'s to R.P.N.'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

~~t o e U n i o n o f m e~~ **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

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

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

~~**.03** Where new or greater skills are required~~

than are already possessed by affected employees under 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.

(c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses.

15.03 - Jury and Witness Duty

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

(a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;

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

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

.02 In addition to the foregoing where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on 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.

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 weakly 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 **paymetns** 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 (**17**) 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 deemed reinstated to her former duties, on the same shift in the same department, **and** at the same rate of pay.

15.04 - Pregnancy Leave - Part-time

(a) (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

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 **paymetn** 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 **(17)** 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 deemed reinstated to her former duties, on the same **shift** in the same department, and at the same rate of pay.

15.05 - Parental Leave - Full-time

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

(b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification 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, 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 extensions shall 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)**

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 **paymetns** 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 **paymetns** 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 had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same in the same department, and at the same rate of pay.

Article 15.05 - Parental Leave - Part-time

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

continuous service.

(b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two **(2)** weeks in advance of the date of commencement of such leave and the expected data 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, 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 extensions shall 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) The following applies only to employees whose definitions in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

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 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.

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

15.06 - Full-Time Union Office

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

15.07 - Union Leave

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

(b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one **(21)** days clear notice in writing to the Hospital.

16.02 - Rest Periods

- (a) All employees will be allowed two rest periods of **fifteen (15)** minutes duration each per shift, at a time to designated by the Employee's supervisor. Such rest periods shall be without reduction of pay and without increasing the regular working days.
- (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) Par-time employees shall be entitled to paid rest period of **fifteen (15)** minutes for each three and **three-quarter (3.75)** hours of work **during** their shift.

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 Employer will endeavour to arrange **shifts** such that there will be a minimum of **twenty-three (23)** hours between the beginning of shifts and change over to shifts and of thirty-nine **(39)** hours if there is one **(1)** day off and sixty-three **(63)** hours if there are two **(2)** days off between the change over of **shifts**.

16.04 - Weekends Off

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a **minimum** of eight **(8)** weekends off in every **twenty-four (24)** week period, and, **in any** event, at least one weekend off in each three **(3)** week period. Where a weekend off is not granted within a three **(3)** 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:

- .01** Such weekend work was performed by the employee to satisfy specific days off requested by such employees; or
- .02** 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
- .03** Such weekend is worked as a result of an exchange of **shifts** with another employee; or
- .04** the Hospital is unable to comply due to a prohibition against scheduling split days off.
- .05** It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

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 **(1)** hour's prior notice not to report to work.

17.04 - Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive ~~stand-by pay in the amount of \$2.10 per hour~~ for all hours on standby.

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

17.05 - Call Back

(a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four **(4)** hours of work or four **(4)** hours pay at the rate of time and one-half their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call back pay will 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)** hours period provided for under **(a)**. If a second call takes place after four **(4)** hours ~~have elapsed from the time from the first call, it s~~ all be subject to a second call-back premium, but 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)** 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 two and **one-half (2.5)** 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.

ARTICLE 18 - ALLOWANCES

18.01 - Meal Allowance

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 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 each year.

Part-time employees will receive seventy dollars **(\$70.00)** for each **1725** hours worked, beginning October **11, 1990**.

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. **(\$0.35)** per mile (to a maximum of fourteen dollars **(\$14.00)** or such greater amount as the Hospital may in its discretion determine for each trip between **the** aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Effective September 1, 1988 and on that date for each subsequent year, the Hospital will provide thirty-five dollars (\$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

.01 The following days shall be **recognized** as holidays with pay for regular full-time employees:

| | |
|---------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

In addition to the paid holidays set out in Article 20 employees shall be entitled to the following additional paid holiday.

Heritage Day: (If not proclaimed, the paid holiday **will be taken as a float holiday by mutual agreement** between the Employer and the employee).

Provided that:

(a) He works as scheduled on his last scheduled day preceding the holiday and on his first scheduled day following the holiday unless excused in writing by the Administrator, and

(b) He works any time in the fifteen (15) day period beginning seven (7) days before the holiday and ending seven (7) days after the holiday. The only exception to compliance with section 20.0 1 (b) shall be if the period falls within an employee's vacation.

In Section 20 (a) and (b) "holiday" means, for an employee, the day he's given off under Section 20.02

.02 A regular full-time employee who is required to work on a paid holiday as specified in Section 20.0 1 shall be paid at time and one-half for all such work performed **and**, at the discretion of the Employer be given either:

(a) One day at regular rate, or

(b) An extra day's pay at regular rate, **within** thirty (30) days of the said holiday or within the schedule cycle, whichever period **is the** longer.

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

.04 Part-time employees working more than twenty-two and one-half (22.5) hours per week shall be treated in a pro rata basis equivalent to the paid holiday benefits granted to regular full-time employee.

.05 If one of the above named paid holidays occurs on an employees regular day off, or during his vacation period, the employee will receive one additional day off in lieu thereof.

ARTICLE 21 - VACATIONS

21.01 - Entitlement and Calculation of Payment

Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service as of June 30 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 their anniversary date 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 their anniversary date shall be entitled to three (3) weeks annual vacation with pay.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989 the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

An employee who has completed eight (8) years but less than **fifteen (15)** years of continuous service as of their anniversary date shall be entitled to four (4) weeks annual vacation with pay.

Effective **in** the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989**, the service requirement for four **(4)** weeks vacations shall be six **(6)** or more years of **full-time** continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October **11, 1990**, the service requirement for four **(4)** weeks vacation shall be five **(5)** or more years of full-time continuous service.

An employee who has completed fifteen **(15)** years but less **than** twenty-five **(25)** years of continuous service as of their **anniversary** date 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 their anniversary date 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.

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

(a) The Hospital agrees to pay one **hundred percent (100%)** of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private ~~Plan or comparable coverage with another carrier.~~

(b) The Hospital agrees to contribute **seventy-five percent (75%)** of the billed premiums towards coverage of eligible employees **in** the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for **\$10.00** (single) and **\$20.00** (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 \$60.00** every **24** months) as well as a hearing aid allowance (lifetime maximum **\$300.00** per individual). Effective the first month after ratification of the Memorandum of Settlement by both parties coverage will include vision care (maximum coverage will include vision care (maximum **\$90.00** every **24** months) as well as a hearing aid allowance (lifetime maximum **\$500.00**

per individual) and the deductible will be **\$15.00** (single) and **\$25.00** (family).

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

(c) The Hospital agrees to pay one hundred percent **(100%)** of the billed premium towards coverage of eligible employees in the active employ of the Hospital under **HOOGLIP** or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

(d) The Hospital agrees to contribute **fifty percent (50%)** of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross **#9** Dental Plan or comparable coverage with another carrier (based on the current **ODA** fee schedule as it may be updated **from** time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the **first** of the month following ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan will be **75%**.

(e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age **65** and who are in receipt of the Hospital's pension **plan** benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefits plans will be deducted from his or her monthly pension cheque.

22.02 - Change of Carrier

The Hospital may at any time substitute ~~another carrier for any plan (other than O.H.I.P.)~~ provided that the benefits provided thereby are substantially the same.

22.03 - Pension

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

22.04 - Health and Welfare

The Hospital shall make provision with its insurers by January **18, 1993** to allow all employees who 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

ARTICLE 23 - INJURY AND DISABILITY

23.01 - Worker's Compensation Injury

“In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the employee's wages for the day of 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 - SICKLEAVE

24.01 - Sick Leave and Long Term Disability

.01 The Hospital **will** assume total responsibility for providing **and funding** a short-term sick leave plan at least equivalent to that described in the 1987 hospitals of Ontario Disability Plan (**HOODIP**) brochure.

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

.03 Effective 1971 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 pay out 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 pay out provision existed under the former sick leave plan in the Collective Agreement, pay out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay out.

(c) Where, as or the **effective date of transfer**, an employee does not have the required service to **qualify** for pay out 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 pay out under the conditions relating to such pay out.

(d) **Where** a pay out 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 Worker's Compensation Board as compensable within the meaning of the Worker's Compensation Act, the Hospital, on application **from**

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

.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

~~.05 **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.

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

.07 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.

.08 In order to qualify for sick leave payment, an employee must notify his superior 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 including medical certificate, written opinion from the employee's physician, or examination by a physician appointed by the Hospital, subject to the requirements of the **H.O.O.D.I.P.** plan before payment of sick leave is granted.

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

.09 When employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Hospital for his return to work at least one **(1)** regular working day prior to the time of his intended return. It is the employee's duty to keep the Hospital informed of his correct address and telephone number. The Hospital shall pay the **full** cost of any medical certificates required of an employee.

24.02 - Worker's Compensation Benefits and Sick Leave (Full-Time)

An employee who is absent **from** work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for

payment equivalent to the lesser of the benefit she would receive **from** Workers's 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 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's of related experience in the classification on the completion of the employee's probationary period. It is understood and ~~agreed that this shall not constitute a violation of the~~ wage schedule of the Collective Agreement.

25.02 - Promotion to a Higher Classification

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

25.03 - Temporary Transfer

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

25.04 - Job Classification

(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification ~~and notify the local Union of the same within seven~~ **(7)** days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten **(10)** days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting **from** such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen **(15)** days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit having regard to the requirement of such classification.

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

(c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement **within** fifteen **(15)** days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications ~~in the bargaining unit having regard to the~~ requirements of such classification.

(d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall **be** retroactive only to the date that the Union raised the issue with the Hospital.

WAGE IMPLEMENTATION NOTE

In order to comply with the requirements of the Social Contract Act, **1993** and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than **\$30,000 (LICO)** for the calendar year, or such other locally agreed annual period for determining **LICO** status. Employees determined as "**non-LICO**" will be paid as per Wage Schedule "**B**".

If, at the end of the calendar year it is determined that a "**non-LICO**" employee's earnings as per the **LICO definition** were less than **\$30,000 annually**, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the **LICO definition**, including wages, does not exceed **\$30,000** for the calendar year.

In, at the end of the calendar year it is determined that a "**LICO**" employee's earnings as per the **LICO definition** were greater than **\$30,000** annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual **LICO** earnings below **\$30,000**. The **Hospital** may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

**WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'A'
AS AT OCTOBER 11, 1993**

"These rates apply only to 'LICO' employees as defined by the Social Contract Act, 1993".

| <u>POSITION</u> | <u>START</u> | <u>1 YEAR</u> | <u>2 YEARS</u> |
|---------------------------------------|--------------|---------------|----------------|
| R.N.A. | | | |
| Oct. 11/93 | 16.81 | 16.89 | 17.00 |
| Oct. 11/94 | 16.97 | 17.05 | 17.17 |
| <hr/> | | | |
| ORDERLY | | | |
| Oct. 11/93 | 14.82 | 14.92 | 15.02 |
| Oct. 11/94 | 14.96 | 15.06 | 15.17 |
| <hr/> | | | |
| AMBULANCE DRIVER/ ATTENDANT | | | |
| Oct. 11/93 | 17.29 | 17.65 | 18.17 |
| Oct. 11/94 | 17.46 | 17.83 | 18.34 |
| <hr/> | | | |
| AMBULANCE DRIVER/ ATTENDANT - EMCA | | | |
| Oct. 11/93 | 17.59 | 17.98 | 18.50 |
| Oct. 11/94 | 17.76 | 18.15 | 18.68 |
| <hr/> | | | |
| CENTRAL SUPPLY AIDE | | | |
| Oct. 11/93 | 13.46 | 13.54 | 13.67 |
| Oct. 11/94 | 13.59 | 13.67 | 13.80 |

**WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'A'
AS AT OCTOBER 11, 1993**

"These rates apply only to 'LICO' employees as defined by the Social contract Act, 1993".

| <u>POSITION</u> | <u>START</u> | <u>1 YEAR</u> | <u>2 YEARS</u> |
|-------------------------------|--------------|---------------|----------------|
| HOUSEKEEPING/ DIETARY/AIDE | | | |
| Oct. 11/93 | 13.27 | 13.38 | 13.47 |
| Oct. 11/94 | 13.40 | 13.51 | 13.60 |
| <hr/> | | | |
| JANITOR | | | |
| Oct. 11/93 | 14.25 | 14.33 | 14.44 |
| Oct. 11/94 | 14.39 | 14.47 | 14.58 |
| <hr/> | | | |
| SENIOR COOK | | | |
| Oct. 11/93 | 14.58 | 14.68 | 14.77 |
| Oct. 11/94 | 14.72 | 14.82 | 14.91 |
| <hr/> | | | |
| COOK | | | |
| Oct. 11/93 | 14.19 | 14.29 | 14.40 |
| Oct. 11/94 | 14.33 | 14.43 | 14.54 |

**WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'A'
AS AT OCTOBER 11, 1993**

"These rates apply only to 'LICO' employees as defined by the Social contract Act, 1993".

| <u>POSITION</u> | <u>START</u> | <u>1 YEAR</u> | <u>2 YEARS</u> |
|--------------------------------------|--------------|---------------|----------------|
| PAINTER | | | |
| Oct. 11/93 | 17.28 | 17.37 | 17.46 |
| Oct. 11/94 | 17.45 | 17.54 | 17.63 |
| <hr/> | | | |
| 4TH CLASS STATIONARY ENGINEER | | | |
| Oct. 11/93 | 17.28 | 17.37 | 17.46 |
| Oct. 11/94 | 17.45 | 17.54 | 17.63 |
| <hr/> | | | |
| MAINTENANCE 'A' | | | |
| Oct. 11/93 | 16.81 | 16.89 | 17.00 |
| Oct. 11/94 | 16.97 | 17.05 | 17.17 |
| <hr/> | | | |
| MAINTENANCE 'B' | | | |
| Oct. 11/93 | 15.31 | 15.39 | 15.48 |
| Oct. 11/94 | 15.46 | 15.54 | 15.63 |
| <hr/> | | | |
| O.R. TECHNICIAN | | | |
| Oct. 11/93 | 15.91 | 16.05 | 16.21 |
| Oct. 11/94 | 16.06 | 16.21 | 16.37 |

**WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'B'
AS AT OCTOBER 11, 1993**

"These rates apply only to 'non-LICO' employees as defined by the Social contract Act, 1993".

| <u>POSITION</u> | <u>START</u> | <u>1 YEAR</u> | <u>2 YEARS</u> |
|---|--------------|---------------|----------------|
| R.N.A. | | | |
| Oct. 11/93 | 16.65 | 16.73 | 16.84 |
| Oct. 11/94 | 16.65 | 16.73 | 16.84 |
| <hr/> | | | |
| ORDERLY | | | |
| Oct. 11/93 | 14.68 | 14.78 | 14.88 |
| Oct. 11/94 | 14.68 | 14.78 | 14.88 |
| <hr/> | | | |
| AMBULANCE DRIVER/ ATTENDANT | | | |
| Oct. 11/93 | 17.12 | 17.48 | 17.99 |
| Oct. 11/94 | 17.12 | 17.48 | 17.99 |
| <hr/> | | | |
| AMBULANCE DRIVER/ ATTENDANT - EMCA | | | |
| Oct. 11/93 | 17.42 | 17.81 | 18.32 |
| Oct. 11/94 | 17.42 | 17.81 | 18.32 |
| <hr/> | | | |
| CENTRAL SUPPLY AIDE | | | |
| Oct. 11/93 | 13.33 | 13.41 | 13.54 |
| Oct. 11/94 | 13.33 | 13.41 | 13.54 |

**WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'B'
AS AT OCTOBER 11, 1993**

"These rates apply only to 'non-LICO' employees as defined by the Social contract Act, 1993".

| <u>POSITION</u> | <u>START</u> | <u>E A R</u> | <u>2 YEARS</u> |
|---------------------------------------|--------------|--------------|----------------|
| HOUSEKEEPING/ DIETARY/AIDE | | | |
| Oct. 11/93 | 13.14 | 13.25 | 13.34 |
| Oct. 11/94 | 13.14 | 13.25 | 13.34 |
| <hr/> | | | |
| JANITOR | | | |
| Oct. 11/93 | 14.11 | 14.19 | 14.30 |
| Oct. 11/94 | 14.11 | 14.19 | 14.30 |
| <hr/> | | | |
| SENIOR COOK | | | |
| Oct. 11/93 | 14.44 | 14.54 | 14.63 |
| Oct. 11/94 | 14.44 | 14.54 | 14.63 |
| <hr/> | | | |
| COOK | | | |
| Oct. 11/93 | 14.05 | 14.15 | 14.26 |
| Oct. 11/94 | 14.05 | 14.15 | 14.26 |

**WEST HALDIMAND GENERAL HOSPITAL
S.E.I.U. WAGE SCHEDULE 'B'
AS AT OCTOBER 11, 1993**

"These rates apply only to 'non-LICO' employees as defined by the Social contract Act, 1993".

| <u>POSITION</u> | <u>2 YEARS</u> | <u>1 YEAR</u> | <u>_____</u> |
|--|------------------|------------------|------------------|
| PAINTER | | | |
| Oct. 11/93 | 17.11 | 17.20 | 17.29 |
| Oct. 11/94 | 17.11 | 17.20 | 17.29 |
| <hr/> | | | |
| 4TH CLASS STATIONARY ENGINEER | | | |
| Oct. 11/93 | 17.11 | 17.20 | 17.29 |
| Oct. 11/94 | 17.11 | 17.20 | 17.29 |
| <hr/> | | | |
| MAINTENANCE 'A' | | | |
| Oct. 11/93 | 16.65 | 16.73 | 16.84 |
| Oct. 11/94 | 16.65 | 16.73 | 16.84 |
| <hr/> | | | |
| MAINTENANCE 'B' | | | |
| Oct. 11/93 | 15.16 | 15.24 | 15.33 |
| Oct. 11/94 | 15.16 | 15.24 | 15.33 |
| <hr/> | | | |
| O.R. TECHNICIAN | | | |
| Oct. 11/93 | 15.76 | 15.90 | 16.05 |
| Oct. 11/94 | 15.76 | 15.90 | 16.05 |

*** PART-TIME RECEIVE 14% IN LIEU OF
FRINGE BENEFITS**

Wages and Classification Premiums

The Hospital agrees that wages shall be paid cheque or direct deposit on the regular pay day bi-weekly.

ARTICLE 26 - OTHER PROVISIONS

.01 Each employee shall have access to his file for the purpose of reviewing any evaluations or formal disciplinary notation contained therein in the presence of his Supervisor and the Union Steward if he so requests. On the date of interview each employee shall be given a copy of his evaluation at his request.

.02 Any letter of reprimand will be removed **from** the record of the employee twelve **(12)** months following the receipt of such letter, provided the employees record has been discipline **free** for such twelve month period.

~~**.03** The Hospital will provide bulletin boards in~~
mutually **satisfactory** locations for the convenience of the Union in posting notices.

ARTICLE 27 - DURATION

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

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

.02 Term

This agreement shall continue in **effect until October 10, 1995 and** shall remain in effect from **year to year** thereafter unless either party gives the other party written notice of termination or **desire** to amend this Agreement.

ARTICLE 28 - RETROACTIVITY

Wage rates are to be increased by a general wage increase of **1%** and this increase will be paid from the date effecting the increase retroactive to October **11, 1993**. In addition, wage rates are to be **further** increased by a general wage **increase** of **1%** and this increase will be paid **from** the date of effecting the increase retroactive to October **11, 1994**.

Employees who have terminated their employment since October **11, 1993** shall be given notice by registered mail at their address last known by the Hospital, and shall have sixty **(60)** days from the date of such notice within which to claim retroactive payment.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

The percentage in lieu of benefits will be calculated and paid on the retroactive payment for part-time employees for the period from October **11, 1993** to the date of effecting the increase.

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 classification of employees represented by the Union.

ADDENDUM TO AGREEMENT COVERING

PART-TIME BARGAINING UNIT EMPLOYEES

BETWEEN

WEST HALDIMAND GENERAL HOSPITAL

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

**LOCAL 532
A.F. of L., C.I.O., C.I.C.**

ARTICLE 2 - SCOPE & RECOGNITION

The Hospital and the Union agree that all provisions of the Collective Agreement to which this appendix is attached should be incorporated into the appendix and be applicable to part-time employees as hereinafter **defined**, unless such provisions are specifically excluded in their applications to **part-time** employees.

The Hospital **recognizes** the Service Employees International Union, Local **532, A.F. of L., C.I.O., C.L.C.** as the **bargaining agent** of all employees of the West **Haldimand** General Hospital at **Hagersville** regularly employed for not more than twenty-two and one-half **(22.5)** hours per week, save and except professional nursing staff supervisor or ~~foreman and office staff and persons above the rank~~ of supervisor.

ARTICLE 5 - UNION SECURITY

The union membership and check-off shall be as set out in Article 3 of the **full-time** Agreement; of which this addendum is **a** part.

If the employee becomes regularly employed for more than twenty-two and one-half **(22.5)** hours per week, continuously for seven **(7)** weeks, that employee will be automatically covered under the full-time Collective Agreement with equivalent accumulated seniority.

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed **337.5** hours of work within any twelve **(12)** calendar months. Upon completion of the probationary period he shall be credited with seniority equal to **337.5** worked 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 - Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

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

Employees' hours of service
1950 X 1725

= Converted hours of service

ARTICLE 11 - JOB POSTING

Where vacancies are posted for positions ~~within the full-time bargaining unit and no applicants~~ within the full-time unit are successful in obtaining the positions, applicants submitted for such posting from part-time employees will be considered under the job posting procedure prior to consideration of persons not employed by the Hospital.

ARTICLE 16 & 17 - HOURS OF WORK AND OVERTIME

The hours of work and overtime shall be as set out in Article 16 & 17 of the full-time Agreement, of which this addendum is a part

ARTICLE 20 - HOLIDAYS

.01 (a) If a part-time employee is required to work on any of the holidays listed in Article 20.0 1 (b) the employee shall be paid at the rate of time and one-half (1.5) her regular straight time hourly rate for all hours worked on such holiday.

| | |
|------------------------|--------------------------|
| New Years Day | Labour Day |
| Good Friday | Christmas Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

ARTICLE 21 - VACATIONS

21.01 - Part-Time Vacation Pay

Subject to maintaining superior conditions concerning entitlement, vacation entitlement shall be as follows:

A part-time employee who has completed less than 5 175 hours of continuous service as of June 30, shall receive 4% of gross earnings.

A part-time employee who has completed **1725** hours but less than **13800** hours of continuous service as of June **30**, shall receive **6%** of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989** the service requirement for **6%** of gross earnings shall be **3450** hours.

A part-time employee who has completed **13800** hours but less than **25875** hours of continuous service as of June **30**, shall receive **8%** of gross earnings.

Effective ~~in~~ the vacation year where the date for determining vacation entitlement in the individual ~~Hospital falls on or after October 11, 1989 the~~ service requirement for **8%** of gross earnings shall be **10350** hours.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October **11, 1990** the service requirement for **8%** of gross earnings shall be **8625** hours.

A part-time employee who has completed **25875** hours of continuous service but less than **43 125** hours shall receive **10%** of gross earnings.

An employee who has completed **43 125** hours or more of continuous service shall receive **12%** of gross earnings.

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

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

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

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

ARTICLE 25 - COMPENSATION

25.05 - Wages

Employees covered by this Agreement, shall be paid the hourly rate equivalent of the applicable full-time rate of the classification of which they are regularly employed.

MEMORANDUM OF UNDERSTANDING

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

Pursuant to the Mitchnick interest arbitration award dated November **18, 1992**, the Board will remain seized of any dispute between the parties **regarding** the implementation of Article **10.01** and **10.04** for the term of the Collective Agreement.

Dated this 5th day of January 1998

Signed at **Hagersville** this 5th day

of January 1998

For The Local Unions

Mark D. Schreyer
H-K

For The Hospitals

Maryna Cooper
[Signature]

For The Local Unions

Mark D. Schreyer
H-K

For The Hospitals

Maryna Cooper
[Signature]