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EMPLOYEES	230		
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COLLECTIVE AGREEMENT

BETWEEN:

**ST. JOSEPH'S HEALTH CENTRE
(ST. JOSEPH'S HOSPITAL)**

- and -

**LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220**

FULL TIME SERVICE BARGAINING UNIT

EXPIRY DATE: MARCH 31, 1998

RECEIVED
JUL 20 1998

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PREAMBLE

WHEREAS the Union, by Certificate dated the 4th day of February, 1980 issued by the Ontario Labour Relations Board, is the certified bargaining agent of all employees of the Hospital for which the Hospital recognizes the Union as the exclusive bargaining agent in accordance with Article 2:01 of this Agreement and the said certificate..

ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

ARTICLE 2 - RECOGNITION

2:01 The Hospital recognizes the Union as the exclusive bargaining agent for all lay employees of the Sisters of St. Joseph of the Diocese of London in Ontario, as owner and operator of St. Joseph's Hospital, London, Ontario at London, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, social workers, social work assistants, persons engaged in research work, technical personnel (including in this exception, graduate and undergraduate: audiologists, physio-occupational, psychiatric and speech therapists, psychologists, psychometrists, computer programmers, biomedical repair technicians, certified and non-certified dental assistants, photography technicians and artists-medical illustrators, registered, non-registered and student laboratory technicians, x-ray technicians, respiratory technicians, Electrocardiogram technicians, Electroencephalogram technicians, pulmonary technicians, nuclear medicine technicians, ophthalmic technicians and laboratory assistants) supervisors, persons above the rank of supervisor, foremen, persons above the rank of foreman, chief engineer, office and clerical staff (including in this exception: ward clerks, admitting clerks, receptionists, safety and security officers, information clerks, mail clerks, cashiers, librarians and switchboard operators), security guards, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.

2:02 The Employer agrees that for the duration of the Agreement it will not enter into any other Agreement with any of the employees in the bargaining unit, either individually or collectively, which will not conform to the provisions of this Agreement.

- 2:03 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- 2:04 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine, and vice-versa, where the context requires.
- 2:05 Supervisors and persons whose jobs are not in the bargaining unit shall not work regularly on any jobs which are included in the bargaining unit except in cases of emergency, safety, experimental work, or instances mutually agreed upon by the parties.

ARTICLE 3 - NO DISCRIMINATION

- 3:01 The parties agree that there shall be no discrimination against any employee because of membership or non-membership or activity in the Union or in the exercise of his lawful rights.
- 3:02 It is agreed there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation, record of offense or any other factor which is not pertinent to the employment relationship.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4:01 There shall be no strikes or lockouts so long as this 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.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5:01 The Union recognizes that the management of the Hospital and the direction of the employees are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion, or transfer, or a claim

by an employee that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

It is agreed that prior to implementing new rules and regulations, the Employer will meet with the Union Committee and inform them of such rules and regulations.

5:02 The Hospital agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 - UNION REPRESENTATION

6:01 The Union shall elect or otherwise select a Union Committee composed of not more than five (5) employees. The Hospital will recognize and deal with the Union Committee on grievances and on any matter properly arising out of the Agreement including negotiations for, or renewal of, the Agreement.

6:02 It is agreed that a Union Representative may be present with the Committee at any meeting with the Hospital, at the request of either the Union or the Hospital. With the permission of the Executive Director or his designate, such representative shall have access to the Hospital's premises. Such permission shall not be unreasonably withheld.

6:03 The Union Committee and the Hospital shall meet each month at times mutually agreed on, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party, delivered five (5) days in advance of the scheduled meeting, containing an agenda of the subjects to be discussed.

- 6:04 .The Hospital acknowledges the request of the Union to appoint or otherwise select nine (9) Stewards.
- 6:05 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.
- 6:06 The Union Committee members or Stewards will first obtain the supervisor's permission before undertaking Union business. When such Union business has been completed, the employee will advise the supervisor. Such permission shall not be unreasonably withheld.
- 6:07 In accordance with this understanding, it is agreed that:
- (a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Hospital up to and including conciliation.
 - (b) A Steward, the grievor(s) and, where applicable under this Agreement, members of the Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings with representatives of the Hospital up to but not including arbitration.
- 6:08 The Union agrees to supply the Hospital with the names of the Union Committee members and Stewards and will keep such lists up to date.

6:09 **Staff Planning**

With respect to the development of any operating or re-structuring plan which may affect the bargaining unit (job security), the Union shall be involved in the planning process from the early phases through to the final phases of the process.

It shall be the function of the Labour Management Committee to consider possible ways and means of avoiding or minimizing potential adverse effects (of a layoff) 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.

6:10 The Employer agrees to allow a Union Committee person to be present at all discipline interviews with employees.

6:11 The Employer agrees to provide the Chairperson of the Union Committee copies of all job postings.

ARTICLE 7 - UNION SECURITY

7:01 The Hospital shall deduct an amount equivalent to regular monthly union dues for the term of this Agreement according to the following conditions:

- (a) all employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues;
- (b) new employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment;
- (c) union dues will be deducted from the employee's pay on the first pay in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the last day of the month in which the same were deducted by the Hospital;
- (d) the Hospital agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

7:02 Regular monthly union dues referred to in this article shall mean the regular monthly union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

- 7:03 .The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.
- 7:04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.
- 7:05 T-4 slips issued annually to employees shall show deductions made for union dues.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8:01 For purposes of this Agreement, a grievance is defined as a difference between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 8:02 It is the mutual desire of the parties hereto that complaints of employees 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. If an employee has a complaint, such complaint shall be discussed with his Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the Supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of the Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the Supervisor to attempt to adjust his complaint.
- 8:03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward if desired, must submit a written grievance signed and dated by the employee, to his Supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the

grievance. The Supervisor will deliver his decision in writing within ten (10) calendar days after receipt of the grievance may be taken.

Step No. 2

Within ten (10) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Team Leader-Manager or his designate, who will deliver a decision in writing within ten (10) calendar days of his receipt of the written grievance at a time and place suitable both parties. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 3

Within ten (10) calendar days following the decision under Step No. 2, the grievance must be submitted to the Chief Executive Officer or his designate to be discussed at a meeting between the Chief Executive Officer or his designate, the said Steward, the grievor(s) and the Union Committee within ten (10) calendar days of receipt of the grievance. Either party may have assistance from outside the Employer at this stage if desired. The Chief Executive Officer (or his designate) shall give his written disposition within ten (10) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within forty (40) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such forty (40) calendar day period, the grievance shall be deemed to have been abandoned.

8:04 Policy Grievance

A grievance directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step 3 within ten (10) working days it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

8:05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) working days of the employee being notified of his discharge. An employee may only be discharged for just cause, except that an employee who has not completed his probationary period,

.may be terminated on the basis of a fair and proper assessment of his suitability for employment with the Hospital, but which action may be taken up as a grievance.

8:06 Group Grievance

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) working days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

8:07 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

8:08 For the purpose of this Agreement, the Hospital shall keep the Union advised in writing of the names of its Immediate Supervisors, Executive Director or his designate, Director of Personnel or his designate.

8:09 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee Person present when the disciplinary action is taken, provided that a Steward or a Committee Person is readily available to attend. It is the Hospital's responsibility to inform the employee of his right to request such representation.

8:10 Any disciplinary action is to be removed from the employee's records after 24 months from the reprimand, provided that during the twenty-four (24) months period there has not been any other discipline given to the employee.

ARTICLE 9 - ARBITRATION

9:01 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written Agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of The Labour Relations Act.

Any and all time limits referred to under the grievance and arbitration procedures herein may, at any time, be extended by written agreement between the Employer and the Union.

- 9:02 If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such requests in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.
- 9:03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9:04 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9:05 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9:06 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.
- 9:07 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.

ARTICLE 10 - SENIORITY

10:01 Probationary Period

An employee will be considered on probation until after he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Hospital. An employee who has not completed his probationary period, may

.be terminated on the basis of a fair and proper assessment of his suitability for employment with the Hospital, but which action may be taken up as a grievance.

10:02 In cases of promotion, demotion, and transfer (other than appointments to positions outside the scope of the bargaining unit) seniority shall prevail, provided the senior employee possess the necessary qualifications and ability ,to perform the work available.

10:03 Hospital seniority lists of employees shall be prepared according to the records of the Hospital as of January 1st and July 1st in each year, and will be posted on the official Union bulletin boards on or before February 1st and August 1st respectively.

10:04 The Hospital will supply copies of the Seniority List, along with an updated list of all Supervisors, to the Union Committee and the Local Union Office.

10:05 It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.

10:06 **Loss of Seniority and Employment Rights**

An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) resigns;
- (b) has been laid off for more than twenty-four (24) months;
- (c) 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, and failure to notify was not due to circumstances within the employee's control;
- (d) fails to return to work upon the expiration of a leave of absence, for reasons within the employee's control or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Hospital in writing;
- (e) fails upon being notified of a recall to signify their intention to return within three (3) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar

days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;

- (f) fails to provide the Employer at any time requested proof of registration or license with the relevant professional association.

10:07 (a) Seniority in the Bargaining Units/Probationary Period

A part time bargaining unit employee who has completed the probationary period and who subsequently transfers to the same position in the full time bargaining unit shall not be required to serve a further probationary period.

Should an employee transferring in accordance with this Article be unable to fulfil the duties of the position in question, he may be transferred back to his substantive position within the first sixty (60) days of his new employment.

This provision shall also apply to the transfer of any full time bargaining unit employee to the same position in the part time bargaining unit.

(b) Transference of Seniority/Service Credits

An employee's seniority and service shall be retained in the event an employee transfers from full time to part time and shall receive credit for full seniority and service on the basis of 1650 hours worked for each year of full time seniority or service. An employee whose status is changed from part time to full time **shall** receive credit for full seniority and service for each 1650 hours worked.

Any time worked in excess of the equivalent shall be prorated at the time of transfer.

ARTICLE 11 - JOBPOSTINGS

11:01 In order to ensure that employees are given the opportunity of applying for transfers or promotions, the Employer agrees to post all job category vacancies covered by this Agreement on Bulletin Boards for a period of eight (8) calendar days. The successful applicant will be selected in accordance with Article 10:02.

11:02 The Employer may temporarily fill any vacancy while observing the procedures herein set forth.

11:03 An employee who is successful in his/her application for a posted vacancy within his/her current classification shall remain in the position for a minimum of eight

(8) months from the date of transfer to the new position. The Employer and the Union can, by mutual agreement, waive this article.

11:04 Copies of all job postings shall be forwarded to the Union office once a month.

11:05 Within five (5) calendar days of the date of the appointment to a vacant position, the name of the successful applicant shall be posted on the Union Bulletin Boards.

ARTICLE 12 - LEAVES OF ABSENCE

12:01 Personal Leave

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of forty-five (45) calendar days.

12:02 Bereavement Leave

(a) In the case of death in the "immediate family" covered by this Agreement, such employee will be protected against a loss of regular pay for scheduled work up to three (3) consecutive scheduled shifts within seven (7) calendar days of the day of death. The term "immediate family" means parent, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, and grandchild.

"Spouse" for the purposes of the Bereavement leave will include a partner of the same sex.

(b) An employee will be protected against a loss of regular pay for scheduled work on the day of the funeral for the purposes of attending the funeral of the employee's sister-in-law, brother-in-law, daughter-in-law and son-in-law.

12:03 Pregnancy leave

(a) A leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended, except as amended by this Agreement.

- (b) The service requirement for eligibility for a leave shall be thirteen (13) weeks of continuous service before the expected birth date.
- (c) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefits (SUB) Plan, an employee who commences a leave as set out above who 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 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 rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Payments 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 (57(13)(i) of the UI Regulations).

- (d) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, unless impossible due to medical complications caused by her expected date of return. At such time she shall also furnish the Hospital with a certificate from a legally qualified medical practitioner stating the estimated date of birth.

If pregnancy related complications force the employee to stop work before she has arranged her leave, the employee shall have two (2) weeks from that date to give the Hospital written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

- (e) The employee may take up to seventeen (17) weeks leave. If the employee wishes, she may extend her leave beyond seventeen (17) weeks under the parental leave provisions of this Agreement for up to eighteen (18) additional weeks. The total leave shall not be greater than thirty-five (35) weeks.

- (f) Credit for service for the purpose of salary increment, vacation and sick leave shall continue and seniority shall accumulate during the entire length of leave.

The Hospital shall continue to pay the Hospital's share of benefits (i.e. pension, health and welfare) during the employee's leave, unless the employee gives the Hospital written notice that they do not intend to pay for their contributions while on leave.

- (g) The employee shall give at least two (2) weeks written notice of her intention to return to work or her intention to extend her leave beyond the dates outlined in (d).

The employee shall give the Hospital four (4) weeks written notice from the earlier date, if she wishes to return to work at an earlier date than outlined in (d).

The employee shall give the Hospital four (4) weeks written notice before the date outlined in (d) if she wishes to return to work at a later date.

The employee shall be reinstated to the same position, shift and the same Department, if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

12:04 **Parental Leave**

- (a) A leave will be granted in accordance with the Employment Standards Act as amended, except where amended in this Agreement.

A "parent" includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

- (b) The service requirement for parental leave shall be thirteen (13) weeks before the birth of the child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time.
- (c) Effective on confirmation by the Unemployment Insurance Commission on the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who commences a leave as set out above who

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 their regular weekly earnings and the sum of their weekly Unemployment insurance benefits and any other earnings. For fathers and adoptive parents, such payments shall commence following completion of the two (2) week Unemployment waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that the employee 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The two (2) week notice requirement for employees requesting parental leave will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

Payments 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 (57(13)(i) of the UI Regulations).

- (d) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, together with the expected date of return.
- (e) Either parent or both parents may each take a maximum of eighteen (18) weeks unpaid parental leave.
- (f) For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within the thirty-five (35) weeks after the birth or after the child first comes into the custody, care and control of a parent.

- (g) Credit for seniority for purposes of salary increment, vacation and sick leave shall continue and seniority will accumulate during the entire length of the leave.

The Hospital will continue to pay the Hospital's share of benefits (i.e. pension, health and welfare) during the employee's leave, unless the employee gives the Hospital written notice that they do not intend to pay for their own contributions while on the leave.

- (h) The employee shall give at least two (2) weeks written notice of their intention to return to work.

The employee shall give the Hospital four (4) weeks written notice from the earlier date, if the employee wishes to return to work at an earlier date than outlined in (d).

The employee shall give the Hospital four (4) weeks written notice before the date outlined in (d) if the employee wishes to return to work at a later date.

The employee shall be reinstated to the same position, shift and the same Department, if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

12:05 Union leave of Absence

Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of sixty (60) days provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) not more than two (2) employees of the Hospital are absent on any such leave at the same time and not more than one (1) employee from a department;
- (b) no one such leave of absence shall extend beyond two (2) weeks;
- (c) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;
- (d) such request shall state the general nature of the function to be attended.

- (e) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Health Centre and the Union agrees to reimburse the Health Centre the current hourly wage rate for all hours paid during such leave. The Health Centre will bill the Union within a reasonable period of time.
- 12:06 (a) An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for the employee's term of office.
- (b) During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefits. The employee agrees to notify the Hospital of the employee's intention to return to work within four (4) weeks following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Hospital as required, or be transferred to the employee's previous position if the substitution was a transfer.
 - (c) Employees on leave of absence under this Article shall continue to accumulate all rights and privileges under this Agreement.
 - (d) This obligation is limited to one employee of the Health Centre (in any bargaining unit) at any one time.

12:07 Education leave

- (a) 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.
- (b) 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.
- (c) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will provide programmes related to the requirements of the Hospital. Available programmes will be publicized.

12:08 Effect of Leave of Absence

In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

During such leave an employee's seniority will continue to accumulate for a total of forty-five (45) calendar days from the commencement of the leave.

Notwithstanding the above, where an employee is on sick leave or receiving Workers' Compensation benefits or has qualified for Workers' Compensation benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of eighteen (18) months.

Note: The Maternity and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which takes precedence over the above provisions.

12:09 Jury and Witness Duty.

If an employee is required to serve in any court of law or is required by court subpoena to attend court proceedings by the Crown, or is required by subpoena to attend a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

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

ARTICLE 13 - PAID HOLIDAYS

13:01 An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 13:04 hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday.
Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

13:02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

13:03 Holiday pay is defined as the amount of regular straight time hourly pay (7.5 hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

13:04 In order to qualify for pay for a holiday, an employee shall complete a full scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;
- (e) the employee's regular scheduled day off.

13:05 .An employee who qualifies under Article 13 and is required to work on any of the above-named holidays will, at the option of the Employer which shall take into account in its decision the request of the employees, to receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half times his regular straight time rate of pay in addition to his regular straight time rate of pay, or
- (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty days before or thirty days following the holiday.

Such lieu day off will be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head, who, on request by the employee shall provide written reasons.

13:06 (a) An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

- (b) An employee entitled to receive paid Holiday Pay in accordance with this Article, shall not receive Sick Leave Pay to which he may otherwise be entitled.

13:07 If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

13:08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head, who, on request by the employee, shall provide written reasons.

13:09 Employees may be allowed to accumulate five (5) holidays (lieu days) in a calendar year. Employees must advise their Manager by January 15th in the year of their request to accumulate such holidays. The Employer may waive the January 15th date. If such accumulated holidays cannot be granted, the employee making the request will be told the reasons.

ARTICLE 14 - VACATIONS

14:01 Employees working for the Hospital in the twelve-month period preceding August 31st shall be entitled to vacation computed on the following basis according to the individual employee's length of service:

- (a) Employees who have completed less than one (1) year of continuous service as of August 31st shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding August 31st.
- (b) An employee with more than one year of continuous service but less than five years of continuous service, as of August 31st of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- (c) An employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of August 31st in any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- (d) An employee who has completed more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of August 31st of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- (e) An employee with more than twenty-five years of continuous service as of August 31st of any year shall be entitled to an annual vacation of six weeks with pay at his regular straight time hourly rate.

14:02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

- 14:03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods (except leaves for Union business) which absence exceeds forty-five (45) cumulative days during the period of qualifying the employees for vacation.
- 14:04 An employee who leaves the employ of the Hospital for any reason shall be paid the vacation allowance due to him at the time of his termination as provided herein.
- 14:05 Vacations shall not be cumulative from year to year.
- 14:06 If the employee, by request in writing delivered to the Payroll Officer in charge of the payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.
- 14:07 **Registered Nursing Assistant Vacation Scheduling**
Registered Nursing Assistants are entitled to exercise vacation entitlement priorities as a classification.
- 14:08 If during the employee's vacation he becomes incapacitated and is confined to bed under the care of a physician, the duration of such confinement shall be considered as sick time, and any unused vacation shall be rescheduled in accordance with the Collective Agreement. The employee is responsible for notifying the department head of such incapacitation when it occurs. The employee may be required to justify the illness in writing to the Hospital.

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. In such circumstances, the employee's vacation shall be rescheduled. The employee does not have the right to "bump" previously approved vacation times of co-workers, regardless of the seniority of co-workers.

ARTICLE 15 - HOURS OF WORK

- 15:01 The Hospital does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

15:02 The normal hours of work for all employees except Engineers and Detox Attendants shall be seven and one-half (7½) hours of work per day exclusive of an unpaid meal break and thirty-seven and one-half (37½) hours of work per week.

15:03 (a) With the exception of Engineers and Detox Attendants, authorized work performed in excess of seven and one-half (7½) hours of work-per day and seventy-five (75) hours of work in the two (2) week scheduling period shall be considered as overtime and paid for at the rate of time and one-half the employee's straight time hourly rate of pay.

(b) For Engineers and Detox Attendants authorized work performed in excess of eight (8) hours of work per day and eighty (80) hours of work in the two (2) week scheduling period shall be considered as overtime and paid for at the rate of time and one-half the employee's straight time hourly rate of pay.

15:04 Rest Periods

(a) Regular full time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7½) hour shift.

(b) Engineers shall be entitled to paid rest periods of fifteen (15) minutes in both the first half and the second half of an eight (8) hour shift.

15:05 The Hospital will endeavour to schedule a minimum of sixteen (16) hours off between regularly scheduled shifts of work unless otherwise mutually agreed.

15:06 In lieu of overtime pay as described in Article 15:03, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the date the overtime was worked or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with Article 15:03.

15:07 An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period of the second shift, but shall be provided at the time of the meal period with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide a meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full shift shall, after the two (2) hours receive a half hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal.

- 15:08.
- (a) Employees will not be required to work more than five (5) consecutive shifts when working seven and one-half hours per day unless mutually agreed upon otherwise by the Parties.
 - (b) Employees will not be required to work more than three (3) consecutive shifts when working twelve (12) hours per day unless mutually agreed upon otherwise by the Parties.
 - (c) The Hospital will endeavour to ensure employees will be scheduled every other weekend off it being understood that the word "weekend" is defined as being from 2400 hours Friday and 2400 hours Sunday, Where this cannot occur the Hospital and the Union will meet to review.
 - (d) The Memorandum covering twelve (12) hour shifts is to be implemented into the new Collective Agreement.
 - (e) Schedules of work for a six (6) week period will be posted at least two (2) weeks prior to the effective date of the schedule.
 - (f) Either Party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect. Such amendments to the scheduling procedure shall not be implemented until such meeting has been held.
 - (g) The Union Committee and Hospital representatives will work together to develop satisfactory work schedules.

ARTICLE 16 - WAGES AND PREMIUMS

16:01 The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as set forth in Appendix "A" attached hereto.

16:02 Shift Premium

Effective April 1, 1992, each employee who works on a shift where the majority of hours fall between 1500 hours and 0700 hours shall receive a shift premium of fifty (50) cents for each hour worked on that shift.

16:03 Effective April 1, 1992, an employee who is required to remain available for duty on standby outside the working hours for that particular employee shall receive standby pay in the amount of one dollar and sixty (\$1.60) cents per hour for all hours on standby. When an employee is called in to work, the standby allowance per shift shall remain payable.

16:04 Call Back Pay

An employee called back to work after leaving the premises who reports to work outside his normal scheduled hours of work, will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half (1½) his regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

16:05 In lieu of call back, an employee may take equivalent time off with pay at a mutually agreeable time within sixty (60) days following the call back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 16:04.

16:06 Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

16:07 Reporting: Pay

Employees who report for any scheduled shift will be guaranteed at least three and three-quarter (3 ¾) hours of work, or if no work is available will be paid at least three and three-quarter (3 ¾) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

**16:08 Supervisory Premium/Transfers
(Responsibility Allowance)**

- (a) Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (½) of one shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.
- (b) If an employee is transferred permanently to a higher or equally rated job classification, he shall receive not less than the rate that he was receiving at the time of the transfer or the starting rate of the job into which he is being transferred whichever is the higher, and shall be advanced through the rates for the higher rated job classification as provided in Appendix "A".
- (c) An employee who is temporarily assigned by the Hospital for one complete shift or more, to a job classification within the bargaining unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, he shall receive the next highest wage

rate above his regular wage rate in the job classification to which he is temporarily assigned for all hours worked in the higher classification.

- (d) If an employee is permanently transferred to a lower rated classification, he shall move to the increment scale in the lower rated classification based on his length of service with the Hospital.
- (e) **An** employee who is temporarily transferred by the Hospital to a lower rated job classification, shall receive the pay rate he was receiving at the time of the transfer.

16:09 Definition of Regular Straight Time Rate of Pay

For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Appendix "A" - Wage Rates, of this Collective Agreement.

16:10 New Classification

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. 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 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 that notice of the new rate was given by the Hospital.

16:11 Premium Payments

It is understood and agreed that there will be no duplication of premiums under this Agreement, nor pyramiding of overtime.

16:12 Weekend Premium

Effective April 1, 1992, an employee shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 17 - HEALTH AND WELFARE

17:01 The Employer agrees to pay one hundred percent (100%) of the premium cost for Employer Health Tax or equivalent.

17:02 The Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for Semi-Private Insurance for each employee in the employ of the Hospital eligible for coverage.

17:03 The Hospital agrees to contribute on behalf of each eligible employee in the employ of the Hospital seventy-five percent (75%) of the billed premium for a 15/25 deductible Extended Health Care Plan (Blue Cross or equivalent) subject to the terms and conditions of such plan.

Remove formulary 3 (over-the-counter drugs) from current extended health care plan.

Effective the first billing date following the date of ratification, such coverage will include glasses at a maximum of one hundred dollars (\$100.00) every twenty-four (24) months and hearing aids to a lifetime maximum of five hundred dollars (\$500.00) per individual.

17:04 The Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees under the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) for each employee in the employ of the Hospital.

17:05 Employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.

17:06 It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees.

Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

17:07 **Dental Plan**

The Hospital shall contribute seventy-five percent (75%) of the billed premium toward coverage of eligible participating employees under the dental plan (Blue

Cross #9 current ODA schedule of fees, or its equivalent) in the active employment of the Hospital and such employee shall pay the remaining premium through payroll deduction.

For the purposes of Extended Health Care and Dental benefits, dependent means a person recognized by either the Family Law Act, Human Rights Code, Income Tax Act, or the Pension Act.

17:08 Sick leave and Long Term Disability

The following is effective May 1st, 1982. The Hospital will pay seventy-five percent (75%) of the billed premium toward 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 on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements 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:

- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages; and
- (2) 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;
- (3) where, as of 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.

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

An employee must return for five (5) weeks of full employment, not including work re-entry time period, to re-initiate the first 15 weeks of disability.

Medical Certificates

An employee who is required to have a medical examination and/or produce a doctor's certificate pursuant to this agreement or provincial regulations, shall be reimbursed by the Employer for such expense upon producing a proper receipt.

Workers' compensation Top-Up

Effective January 18, 1982 there are no monetary obligations or otherwise from the Hospital when an employee is being paid by the Workers' Compensation Board.

Employees who prior to January 18, 1982 were receiving Workers' Compensation Board payment and receiving funds from the Hospital from their sick leave bank to top such payment up to full pay, shall continue to receive a payment from the Hospital out of their frozen sick bank. However, such payment shall be reduced to the extent necessary that the total after tax funds received by the employee (including any Workers' Compensation Board payments) shall be identical to the after tax funds the employee would have received had he/she been at work.

17:09 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 he/she would receive from Workers' Compensation if his/her claim was approved, or the benefit to which he/she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the 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.

17:10 Continuation of Benefits on Layoff

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date in which the layoff occurs. The employee may, if possible, under the terms and conditions of the insurance benefits programs, continue to pay the full time premium costs of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the Payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of layoff, and arranges with the Hospital the appropriate payment schedule.

17:11 Hospitals of Ontario Disability Insurance Plan

The liability of the Hospital shall be limited to deducting the employees' contributions referred to herein and forwarding these and the Hospital's contributions to the insurer (Hospitals of Ontario Disability Insurance Plan). The administration of the various plans shall be the responsibility of the insurer, provided however that an employee has the right to grieve in respect of these plans, but such grievances shall be limited to matters that fall within the direct control of the Hospital.

ARTICLE 18 - NOTICE OF LAYOFF

18:01 The Hospital shall give the Union and each employee in the bargaining unit who is to be laid off for a period of more than eight (8) weeks, notice in writing of layoff in accordance with the following schedule:

- (i) Provide the Union with no less than five (5) months written notice of the proposed layoff and;
- (ii) Provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in Article 18.01 (i) will be considered notice to the Union of any subsequent layoff.

18:02 (a) For the purpose of layoffs and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire

by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond thirty (30) calendar days (except maternity leave) or illness in excess of sixteen (16) weeks, and period or periods of layoff.

- (b) (i) In the event of a layoff, employees with the least seniority within the classification in which the layoff takes place shall be laid off first, providing that the employees who remain on the job then have the ability to perform the work.
- (ii) An employee laid off pursuant to clause (b)(i) shall have the option of accepting the layoff or shall have the right to displace the least senior employee in the bargaining unit who:
 - (1) is in a lower classification having the same or lower rate of pay than the laid off employee, and where the laid off employee has the ability to perform the work of that position, and requires no training other than orientation; and
 - (2) has less seniority than the laid off employee.

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 services corresponding to that of the laid-off employee is within 5% of the laid-off employees straight time hourly rate provided he can perform the duties without training other than orientation. Any person(s) displaced through this procedure shall themselves be entitled to utilize the procedure.

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.

- (c) Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in (b) above, for the period of twenty-four (24) calendar months or less, in the order of their seniority, provided that he then has the ability to perform the available work.



- (d) No new employee shall be hired in the classifications in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work,

18:03 When an employee receives notice of layoff that his or her position will be eliminated he or she will be entitled upon termination to severance allowance of two (2) weeks salary for each year or partial year of continuous service to a maximum of twenty-six (26) weeks.

ARTICLE 19 - UNIFORM ALLOWANCE

19:01 The Hospital will pay an annual allowance of seventy dollars (\$70.00) per year for uniforms to all employees in the bargaining unit that are required to wear uniforms while on duty which the Hospital does not supply. Such allowance will be paid monthly.

The Hospital will provide a safety shoe allowance of up to forty dollars (\$40.00) once in each calendar year, on February 1st, to each employee who is required to wear safety shoes and who provides the Employer with proof of purchase within the last year. Such shoes must be Employer and C.S.A. approved.

ARTICLE 20 - BULLETIN BOARDS

20:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employee/Union membership.

ARTICLE 21 - DURATION

21:01 This Agreement shall remain in effect until and including March 31, 1998 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

21:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Agreement.

ARTICLE 22 - RETROACTIVITY

22:01 The wage increase shall be effective as and from the dates specifically listed on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employee who has terminated his employment prior to the signing of this Collective Agreement shall have a period of ninety (90) days from the date of ratification (November 25, 1997) in which to claim from the Hospital any adjustments to the remuneration. The retroactive payments shall be made by separate cheque to the employees so entitled within ninety (90) days of ratification.

ARTICLE 23 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

- 23:01 (a) The Employer 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 and 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 programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil 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 and Safety Committee in accordance with the foregoing shall be

granted and any representative(s) attending such meetings during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

ARTICLE 24 - ACCESS TO PERSONAL FILE

24:01 An employee shall, upon written request made a reasonable time before the time of viewing, have an opportunity to view his personal file in the presence of the Director of Personnel or his designate. The information the employee may review will be:

- (a) application form
- (b) written evaluations
- (c) formal disciplinary notations
- (d) incident report.

ARTICLE 25 - JOB SECURITY

25:01 The Hospital will not contract out any work with the objective of effecting a layoff or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Hospital's requirements for the contracting out of services.

SIGNED at LONDON, ONTARIO this 22nd day of June, 1998.

FOR THE HEALTH CENTRE

Karen Stone
Deeah King
MaryAnn Smith
Jin Lee
Rita K. K.
Gayle Pope
Jane C. O'Brien

FOR THE UNION

Eileen Craig
Ken
D. W. Cauley
M. Anderson
A. J. Pettit
Pete Bergmann

APPENDIX "A"
SEIU ST. JOSEPH'S HOSPITAL

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>	<u>START</u>	<u>1ST YR.</u>	<u>2ND YR.</u>	<u>3RD YR.</u>
Dietary Aide 1 Linen Aide	Apr. 1/97	14.42	14.49	14.59	
Dietary Aide 2 Linen Aide 2	Apr. 1/97	14.42	14.49	14.59	
Dietary Aide 3	Apr. 1/97	14.42	14.49	14.59	
Porter	Apr. 1/97	14.42	14.49	14.59	
Attendant	Apr. 1/97	14.71	14.81	14.88	
Dispatcher	Apr. 1/97	14.94	15.01	15.11	
Laboratory Aide	Apr. 1/97	14.71	14.81	14.88	
CSR/CP Aide	Apr. 1/97	14.71	14.81	14.88	
CSR/CP Technician Linen Aide 3	Apr. 1/97	14.71	14.81	14.88	
Unit Aide	Apr. 1/97	14.71	14.81	14.88	
Storeperson Messenger/Driver Shipper/Receiver Dark Room Attendant Dialysis Assistant	Apr. 1/97	14.71	14.81	14.88	
O.R. Technician	Apr. 1/97	14.88	14.96	15.07	
Printer	Apr. 1/97	14.88	14.96	15.07	
Physical Plant Worker	Apr. 1/97	15.31			

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>	<u>START</u>	<u>1ST YR.</u>	<u>2ND YR.</u>	<u>3RD YR.</u>
Lead Hand Linen Lead Hand CSR	Apr. 1/97	15.24	15.34	15.40	
Lead Hand Shipper/Receiver Lead Hand Storeperson	Apr. 1/97	15.25	15.36	15.41	
Cook/Baker Cook	Apr. 1/97	15.57	15.67	15.75	15.85
Groundskeeper Painter/Plasterer	Apr. 1/97	15.57	15.76	15.96	
Lead Hand-Pharmacy Assistant	Apr. 1/97	15.74	15.78	16.01	
Ortho Technician	Aug. 1/97	15.06	16.16		
Pharmacy Assistant	Apr. 1/97	15.21	16.16		
Maintenance Mechanic	Apr. 1/97	14.91	16.16		
Head Chef	Apr. 1/97	16.04	17.27		
Mechanical Leadhand	Apr. 1/97	16.67			
Carpenter	Apr. 1/97	18.22			
3rd Class Engineer	Apr. 1/97	18.21			
Lead Hand Carpenter	Apr. 1/97	18.74			
Child Life Worker	Apr. 1/97	19.25	19.33	19.41	
RPN	Apr. 1/97	19.25	19.33	19.41	
2nd Class Engineer Electrician Air Conditioning/ Refrigeration Mechanic Plumber	Apr. 1/97	19.41			

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>	<u>START</u>	<u>1ST YR.</u>	<u>2ND YR.</u>	<u>3RD YR.</u>
First Class Engineer	Apr. 1/97	21.36			
Electrical Leadhand	Apr. 1/97	19.92			

- * The employee maintaining the sterilizers will receive a premium of 25 cents per hour above the Maintenance Mechanic rate while performing those duties.
- ** All retroactive monies owing from April 1, 1997 will be paid on or before December 24, 1997.
- *** On or before December 15, 1997 all active and current employees who have worked a minimum of one (1) shift since September 1, 1997 will receive a lump sum payment of four hundred dollars (\$400.00).