

27 employees

Unit No. 87A

SOURCE	Union		
EFF.	93	10	11
TERM.	95	10	10
No. OF EMPLOYEES	30		
NOMBRE D'EMPLOYÉS	30		

COLLECTIVE AGREEMENT

BETWEEN

LYNDHURST HOSPITAL
(SERVICE PART-TIME)

AND

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

EFFECTIVE: OCTOBER 11, 1993

EXPIRY DATE: OCTOBER 10, 1995

~~ENTERED~~

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COLLECTIVE AGREEMENT

Between:

LYNDHURST HOSPITAL, Toronto, Ontario
(hereinafter referred to as "The Hospital")

OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
affiliated with the AFL-CIO-CLC
(hereinafter referred to as "the Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to set forth hours of work, wages, certain other economic and working conditions and to provide a means whereby employees may place before the Hospital, grievances they may have for their prompt and equitable disposition.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent of all employees of Lyndhurst Hospital in Metropolitan Toronto, Ontario, regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, save and except, physiotherapists, occupational therapists, rehabilitation counsellors, supervisors or foremen, persons above the rank of supervisor or foreman, office staff and employees covered by subsisting collective agreement.

2.02 The Hospital will not enter into any other agreement or contract with employees, either individually or collectively, which will conflict with any of the provisions of this Agreement.

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ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- (a) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
- (b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an employee that he has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) to generally manage the Hospital and, without restricting the generality of the foregoing to determine the number and location of Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of the safety and well-being of the Hospital patients and the public.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own **up** to twelve (12) months where the leave of the person 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.

4.02 Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

Such dues shall be deducted from the first pay of each month 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 monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

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

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

5.02 Not applicable.

5.03 Employee Lists

The Union will be provided on a "one time basis only" with the Social Insurance Number for each employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired. In addition to the foregoing, the Hospital will supply the Union with the addresses of new employees when they are placed on the check-off list for the first time.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Hospital will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes, nor will employees participate in any collective action which will interfere with the operation of the Hospital.

6.02 The definition of the terms, "lockout" and "strike" as used in section 6.01 above, shall be in accordance with the Ontario Labour Relations Act.

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 two (2) 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.
- (f) The Union shall have the right to appoint or otherwise select up to two (2) employees to act as stewards and to represent other employees in negotiations and to assist other employees in the presentation of any grievances they may have, if such assistance is requested. The Hospital shall not be required to meet with more than two (2) stewards at any one time plus any full-time Union representatives.

- (g) The Union will keep the Hospital advised of the names of employees who act as Union representatives in any capacity. The Hospital will advise the local union of any changes in the names and position of its supervisory staff.

7.03 Central Bargaining Committee

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

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

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of two (2) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The Union shall have the right to appoint or otherwise select up to two (2) employees to act as stewards and to represent other employees in negotiations and to assist other employees in the presentation of any grievances they may have, if such assistance is requested. The Hospital shall not be required to meet with more than two (2) stewards at any one time plus any full-time Union representatives.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

8.03 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 his right in advance.

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

8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first

given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

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

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

Step 1

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

Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

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

Step 3

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

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission

of the grievance at Step 3, unless extended by mutual agreement of the parties.

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance.

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

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

8.06 Group Grievance

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

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at Step 3 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

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

- (a) confirming the Hospital's action in discharging the employee, or

- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

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

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

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

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

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority,

and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

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

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

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

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 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.

$$\frac{\text{Employees' hours of service}}{1950} \times 1725 = \text{Converted hours of service}$$

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 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 Effective February 28, 1995, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.C.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

9.06 A seniority list will be supplied to the Union by the Hospital on or about the 30th day of May and 30th day of November of each year.

ARTICLE 10 - JOB SECURITY

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

(b) Staff Planning Committee

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

minimizing potential adverse effects upon employees in the bargaining unit, including:

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

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

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

10.02 Notice of Lay-off

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

(i) provide the Union with no less than six (6) months' written notice of the proposed lay-off or elimination of position; and

(ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of lay-off, or pay in lieu thereof.

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

10.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser 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 of 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(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOFP 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(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 employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

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

(i) whose lay-off is permanent, or

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

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

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the

job employees who then have the ability to perform the work.

(b) **An** employee who is subject to lay-off shall have the right to either:

(i) accept the lay-off; or

(ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(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 lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the

collective agreement shall not apply until the recall process has been completed.

- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) **An** employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new 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 lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee

otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.

- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

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

ARTICLE 11 - JOB POSTING

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

11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

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

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .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.

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

11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

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

ARTICLE 12 - NO CONTRACTING OUT

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

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

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

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

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

3.02 Employment Agencies

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

13.03 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ratio of R.N.'s to R.P.N.'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 to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

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

14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) month

.hereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

15.02 Education Leave

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

15.03 Jury and Witness Duty

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

ose 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.

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) (ii) The following applies only to 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.

Effective February 28, 1995, 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 ninety-three percent (93%) of her

regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

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

(ii) The following applies only to "non-LICO" employees as defined by the 'Social Contract Act, 1993"

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is

in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled if she were not on pregnancy leave.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employees normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment 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. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- (e) (i) The following applies only to 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.

Effective February 28, 1995, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by

multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

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

(ii) The following applies only to "non-LICO" employees as defined by the "Social Contract Act", 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled if she were not on parental leave.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave 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 not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of 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.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).

15.08 Personal Leave

The Hospital may grant leave of absence, in writing and without pay, to any employee for personal reasons.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

For Orderlies and R.N.A.'s the normal daily hours shall not exceed seven and one half (7 1/2) hours inclusive of a 1/2 hour paid meal period and exclusive of a 1/2 hour unpaid meal period. For all other classifications the regular daily shift shall not normally exceed seven (7) hours exclusive of a one hour unpaid meal period.

The provisions above do not represent a guarantee of daily hours and employees may be required to work less than the above hours.

Normal hours shall include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa, and an employee's regular rate of pay shall not be affected by such change.

Employees working in the Nursing area shall have a reporting period of up to fifteen (15) minutes a day which shall be unpaid or used in calculations in section 16.01 and scheduled by the Director of Nursing.

6.02 Rest Periods

- (a) Rest periods of fifteen (15) minutes duration, with pay, will be provided for an employee in each 3 3/4 hours he is required to work.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

The employee shall be available for work on three (3) shifts. Where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts so that there will be a minimum of twenty-three (23) hours between the beginning of shifts and changeover of shifts and a minimum of thirty-nine (39) hours between the beginning of shifts if there is one (1) day off between the changeover of shifts, and a minimum of sixty-three (63) hours if there are two (2) days off between the changeover of shifts.

16.04 Scheduling Objectives

- (a) The days of work for an employee, the starting and quitting times each day and the time and duration of lunch and time of rest periods will be determined by the Hospital in accordance with its requirements. Employees will be notified, in advance, of any general change in their shift schedules.
- (b) Employees shall be offered part-time work in accordance with the following principles: The hospital's operating requirements shall be considered as well as the employee's seniority status based on written availability submitted by each employee. Scheduled shifts shall be determined on **a** equitable basis.
 - (i) The employee shall be available for work eleven months of the year, including July and August.
 - (ii) The employee shall be available for a minimum of six (6) hours in any 30 consecutive day period.
 - (iii) The employee shall be available for work no less than four (4) weekends in every six (6) week period.

(iv) The employee shall be available for work on the Christmas Holiday (including December 24th and 25th) or the New Year's Holiday (including December 31st and January 1st).

(v) All work schedules shall be posted two (2) weeks in advance of their effective date.

(vi) Employees shall submit written availability sheets (form to be provided by the Employer) in December, May and August of each year.

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

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

16.05 Employees will be allowed to trade days off with another employee of their own status and with the prior approval of their Supervisor. Such mutual exchange shall be in writing, dated and signed, and will not require the Hospital to pay overtime or other premium rates of pay.

16.06 The Hospital may schedule reasonable overtime work and if employees are requested by their supervisors to work beyond their regular shifts, they will co-operate. Overtime shall be offered to employees in a department as equitably as possible.

16.07 Employees shall punch in and out in their work attire. An employee shall obtain permission from the Department Head before leaving work prior to the normal quitting time.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Article 25 of this Agreement.

7.02 Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

Call-back shall not be considered as hours worked for purposes of this Article.

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

17.03 Reporting Pay

Part-time employees who report for any scheduled shift will be guaranteed at least half of the scheduled shift, or if no work is available will be paid at least half of the scheduled shift except where work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one hour's prior notice not to report for work.

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$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

The following clauses do not apply to employees who, having completed a shift are not required to work the following day:

- (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! at the rate of time and one half their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert 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 of the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two call-back premiums within one such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) 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 (2½) 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 (1½) his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

Employees shall be paid a shift premium of forty-five cents (45 cents) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargaining Unit

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of three dollars (**\$3.00**) for each shift from the time of the assignment.

17.08 Not applicable.

.7.09 Paid Time to Working Time

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

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

17.10 **Any** employee who has completed a full shift (7.0/7.5 hours) on a daily basis, all other hours worked on that day shall be paid at overtime rates.

17.11 Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 18 - ALLOWANCES

18.01 Meal 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 (5) dollars if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, not more or less, the employee is not required to take a hot meal, if available, and may claim the five (5) dollars payment.

.8.02 _____

The Hospital agrees to continue its present practice regarding the supplying and/or laundering of uniforms.

18.03 Transportation Allowance

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The 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 fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The

Committee shall maintain minutes of all meetings and make the same available for review.

- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

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

ARTICLE 20 - PAID HOLIDAYS

20.01(a) If a part-time employee is required to work on any of the holidays listed in Article 20.01(b) the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate for all hours worked on such holiday.

(b) New Year's Day	Civic Holiday
**2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

**Should appropriate legislation be declared which requires the Hospital to schedule a new public holiday for each employee, this new holiday will replace the holiday mentioned above and the rest of this paragraph shall become null and void. If an employee takes the holiday mentioned above in any year prior to the date on which a new public holiday is declared, he shall not be entitled to another holiday for that year, but shall be deemed to have already taken a day in lieu of the new public holidays.

20.02 For the purpose of determining entitlement to holiday pay, the shifts to be included in a holiday shall be those three shifts which actually commence on the holiday.

ARTICLE 21 - VACATION

21.01 Part-time Vacation Pay

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

A part-time employee who has completed less than 5,175 hours of continuous service as of December 31 shall receive 4% of gross earnings.

A part-time employee who has completed 5,175 hours but less than 13,800 hours of continuous service as of December 31 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 of continuous service.

A part-time employee who has completed 13,800 hours but less than 25,875 hours of continuous service as of December 31 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 10,350 hours of 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 8% of gross earnings shall be 8625 hours of continuous service.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of December 31 shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of December 31 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.

21.02 An employee shall not be permitted to accumulate his vacation from one year to another.

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

21.04 If an employee who leaves the employ of the Hospital does not provide two (2) weeks notice to the Hospital, he shall be paid the vacation allowance provided in the Employment Standards Act of Ontario.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

22.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, 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 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

The employee shall be paid for the first day of 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 - PROGRESSION ON THE WAGE GRID

24.01 Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

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

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) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

- (a) 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).
- (b) An employee transferring to a new job under this Article shall be on probation on the new job for a period up to 337.5 hours worked. If, in the opinion of the Hospital, the employee cannot perform satisfactorily in the new job, he shall be returned to his previous job or an equivalent job, maintaining his previous rate and seniority.

25.03 Temporary Transfer

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

5.04 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 rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (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.

15.05 Wages and Classification Premiums

- (a) The Hospital will classify and will pay rates in accordance with schedule "A" which forms part of this agreement.
- (b) Employees will be paid each two (2) weeks worked. The normal pay day shall be Thursday except where a paid holiday occurs when the pay day will be delayed by one (1) day. Not more than one (1) week's pay will be held back.
- (c) **An** employee hired as Orderly 2 shall automatically progress after twelve months of continuous service from the six (6) month rate of Orderly 2 to the Starting Rate of Orderly 1 and then proceed through the Orderly 1 range of rates.
- (d) The Hospital may select employees to be Lead Hands. These employees will be paid a premium of \$0.15 per hour for all time worked as a Lead Hand.

ARTICLE 26 - DISCRIMINATION

26.01 Neither the Hospital nor the Union will discriminate against any employee because of his membership or non-membership in the Union. It is recognized that membership in the Union is a voluntary act on the part of each employee in the bargaining unit.

ARTICLE 27 - BULLETIN BOARDS

27.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be signed by a Union officer and submitted to the Hospital Administrator, or his designate, for approval before posting.

ARTICLE 28 - MISCELLANEOUS

28.01 (a) Labour-Management Committee - Meetings will be held at mutually agreeable times, but not less than once every three (3) months, to discuss matters of mutual concern. Agendas shall be exchanged at least one week in advance of the meeting and the chairmanship shall be rotated at

each meeting. The number of members shall not exceed five (5) on each party's behalf.

- (b) Access to Personnel Files - Each employee shall have access to his file for the purpose of reviewing any evaluation or formal disciplinary notations contained therein in the presence of his supervisor and the union steward if he so requests. Such requests will not be made more often than twice a year. Each employee shall be given a copy of his evaluation.
- (c) Disciplinary Letters - Disciplinary letters of reprimand will be removed from the employee's record two (2) years from the date of reprimand, provided there has been no subsequent discipline of a similar nature.

ARTICLE 29 - COST OF PRINTING COLLECTIVE AGREEMENTS

29.01 The Hospital and Union shall equally share the cost of printing the Collective Agreement.

ARTICLE 30 - UTILIZATION OF RPN SKILLS

30.01 The Hospital supports utilizing RPN's for skills which the Hospital requires them to perform in the areas involved.

The Hospital agrees to provide education for current RPN's for the additional skills which the Hospital requires them to perform.

ARTICLE 31 - DURATION

31.01 Renewal

It is agreed that the present provisions of each Collective Agreement relating to Notice to Bargain for amendments to be incorporated into the renewal of this Collective Agreement shall be amended to the extent necessary to provide that such notice may be given by either party to the other not earlier than three (3) calendar months prior to the normal termination date of this Collective Agreement. They shall be further amended by adding thereto the following:

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

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

31.02 Term

This Agreement shall continue in effect until October 10, 1995 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

Signed at Toronto, Ontario, this 3 day of March, 1998.

FOR THE UNION

FOR THE HOSPITAL,

Peggy Leley
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Shirley Wood
[Signature]
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PR/AJ


LETTER OF INTENT

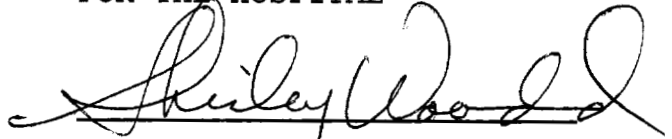
Re: Liability Insurance


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

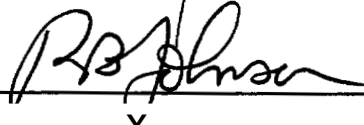
FOR THE UNION

FOR THE HOSPITAL









SCHEDULE "A"

LICO

Classification		Oct. 11/92	1.0%	1.0%
			Oct. 11/93	Oct. 11/94
Cook II	Start	14.453	14.598	14.744
	After 1 Year	14.631	14.777	14.925
	After 2 Years	14.786	14.934	15.083
Laundry Porter	Start	14.298	14.441	14.585
	After 1 Year	14.512	14.657	14.804
	After 2 Years	14.631	14.777	14.925
Physio Attendant	Start	14.512	14.657	14.804
	After 1 Year	14.667	14.814	14.962
	After 2 years	14.810	14.958	15.108
Janitor; Aides; Relief Cook; Storeshelper	Start	14.072	14.213	14.355
	After 1 Year	14.262	14.406	14.549
	After 2 Years	14.393	14.537	14.682
Lead Hands - Maint; Hskp; & Urology RPN	Start	17.335	17.508	17.683
	After 1 Year	17.740	17.917	18.097
	After 2 Years	18.157	18.339	18.522
Maintenance	Start	15.940	16.099	16.260
	After 1 Year	16.143	16.304	16.467
	After 2 Years	16.310	16.473	16.638
Maintenance Helper	Start	14.895	15.044	15.194
	After 1 Year	15.178	15.330	15.483
	After 2 Years	15.332	15.485	15.640
Groundsman I	Start	14.618	14.764	14.912
	After 1 Year	14.809	14.957	15.107
	After 2 Years	14.927	15.076	15.227
Groundsman II	Start	14.321	14.464	14.609
	After 1 Year	14.536	14.681	14.828
	After 2 Years	14.643	14.789	14.937

Storeskeeper	Start	15.145	15.296	15.449
	After 1 Year	15.347	15.500	15.655
	After 2 Years	15.490	15.645	15.801
R.P.N.	Start	15.966	16.123	16.289
	After 1 Year	16.086	16.249	16.411
	After 2 Years	16.266	16.429	16.593
Orderly I	Start	14.786	14.934	15.083
	After 1 Year	14.941	15.090	15.241
	After 2 Years	15.119	15.270	15.423
Orderly II	Start	14.512	14.657	14.804
	After 6 months	14.667	14.814	14.962
Student RN	Start	15.286	15.439	15.593
Health Care Attendant	Start	14.941	15.090	15.241
	After 1 Year	15.143	15.294	15.447
	After 2 Years	15.286	15.439	15.593

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 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.

If, 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, the 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.

SCHEDULE "B"

NON-LICO

Classification		Oct. 11/92	Oct. 11/93	Oct. 11/94
Lead Hands - Maint; Hskp; & Urology RPN	Start	17.335	17.335	17.335
	After 1 Year	17.740	17.740	17.740
	After 2 Years	18.157	18.157	18.157
Maintenance	Start	15.940	15.940	15.940
	After 1 Year	16.143	16.143	16.143
	After 2 Years	16.310	16.310	16.310
Maintenance Helper	Start	14.895	14.895	14.895
	After 1 Year	15.178	15.178	15.178
	After 2 Years	15.332	15.332	15.332
Groundsman I	Start	14.618	14.618	14.618
	After 1 Year	14.809	14.809	14.809
	After 2 Years	14.927	14.927	14.927
Groundsman II	Start	14.321	14.321	14.321
	After 1 Year	14.536	14.536	14.536
	After 2 Years	14.643	14.643	14.643
Storeskeeper	Start	15.145	15.145	15.145
	After 1 Year	15.347	15.347	15.347
	After 2 Years	15.490	15.490	15.490
R.P.N.	Start	15.968	15.968	15.968
	After 1 Year	16.088	16.088	16.088
	After 2 Years	16.266	16.266	16.266
Orderly I	Start	14.786	14.786	14.786
	After 1 Year	14.941	14.941	14.941
	After 2 Years	15.119	15.119	15.119
Orderly II	Start	14.512	14.512	14.512
	After 6 months	14.667	14.667	14.667
Student RN	Start	15.286	15.286	15.286
Health Care Attendant	Start	14.941	14.941	14.941
	After 1 Year	15.143	15.143	15.143
	After 2 Years	15.286	15.286	15.286

Note: Employees who fall in a wage classification that falls under \$30,000, but has a potential of going over this amount due to the inclusion of evenings, night and weekend premiums are paid as Non LICO and receive a retroactive increase up to \$30,000 if they are paid less than \$30,000.

The Orderlies fall into this qualification, therefore, part time Orderlies are paid the 1% + 1% as a wage, while full time orderlies are not and receive a retro wage up to \$30,000.

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 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.

If, 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, the 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.