

SOURCE	Hosp.		
EFF.	94	01	19
TERM.	96	01	18
No. OF EMPLOYEES	240		
NOMBRE D'EMPLOYÉS	dF		

COLLECTIVE AGREEMENT

BETWEEN:

THE FREEPORT HOSPITAL, KITCHENER, ONTARIO

(hereinafter called the "Hospital")

OF THE FIRST PART

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.

(hereinafter called the "Union")

OF THE SECOND PART

FULL TIME SERVICE BARGAINING UNIT

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Expiry: Jan. 18/96

227 22 1997

05880(04)

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - UNION RECOGNITION

- 2:01 The Hospital recognizes the Union as the exclusive bargaining agent of all its employees save and except professional medical staff, graduate nursing staff, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, persons covered by an existing collective agreement, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 2:02 Each of the parties agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union.
- 2:03 Any non-registered Nursing Assistant hired after April 1, 1980 must complete the registration requirements for Registered Nursing Assistants of the College of Nurses of Ontario within twelve (12) months of employment.
- 2:04 The Hospital and the Union agree there will be no discrimination against any employee because of race, colour, sex, sexual orientation, marital status, age, religion, national extraction, social origin, or political belief.
- 2:05 The Union agrees there will be no Union activity or meetings on Hospital premises except as otherwise provided in this Agreement or as specifically agreed to in writing by the Hospital.
- 2:06 The Union will supply to the Hospital the names and titles of all stewards and members of the Union Committee, and will revise such list from time to time as is necessary.
- 2:07 For the purpose of this Agreement, the Hospital shall keep the Union advised in writing of the names of its Department Managers and Supervisors but excludes listing short term relief Managers or Supervisors.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 The Union recognizes the right of the Hospital to hire, promote, demote, transfer, lay-off, or, for just cause, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3:02 The Union further recognizes the right of the Hospital to promote and manage the Hospital in all respects and to maintain order and efficiency therein subject always to the terms of this Agreement.

ARTICLE 4 - UNION SECURITY

- 4:01 The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:
- a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
 - b) New employees shall have deductions made on the first (1st) regular deduction date following completion of thirty (30) calendar days of employment.
 - c) Union dues will be deducted from the employee's pay on the second (2nd) pay in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month.
 - d) The, Hospital agrees when forwarding Union dues to submit a list indicating the names, classifications, and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and date of hire of those employees hired in the preceding month.
- 4:02 Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

- 4:03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so affected and remitted.
- 4:04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. If there is a group of three (3) or more employees, the time will be increased to twenty (20) minutes. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.
- 4:05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 5 - ACCESS TO PERSONNEL FILE

- 5:01 An employee shall upon written request made a reasonable time before the time of viewing, have an opportunity to view his personnel file in the presence of the Director of Human Resources (or his designate). The information the employee may review will be:
- a) application form;
 - b) written evaluations;
 - c) formal disciplinary notations;
 - d) incident reports.

ARTICLE 6 - REPRESENTATION

- 6:01 The Hospital recognizes the right of the Union to appoint a Union Committee of three (3) members. The Hospital will recognize and deal with the Union Committee on grievances and on any matters properly arising out of this Agreement including contract negotiations.
- 6:02 The Hospital recognizes the right of the Union to appoint stewards provided that no more are appointed than as follows:
- one (1) steward for each Nursing Unit
 - one (1) steward for the Nutrition & Food Services
 - two (2) stewards for the Environmental Services

one (1) steward for the Rehabilitation Services
one (1) steward for the Fiscal Services
one (1) steward for each new department with ten or more employees

- 6:03 Each member of the Union Committee and each shop steward must have completed the probationary period before being appointed to any such position.
- 6:04 Grievances may be presented or adjusted during working hours provided that no steward or member of the Union Committee shall leave his job to service a grievance or attend a meeting with the Management of the Hospital unless he has first obtained permission from his Unit or Department Manager (which permission shall not be unreasonably withheld) and upon returning to his job, he shall report to his Unit or Department Manager. A steward presenting a grievance during his regular scheduled working hours shall receive his regular pay.
- 6:05 The Union Committee and the Management of the Hospital shall meet each month at times mutually agreed upon provided there is business for their joint consideration. A request for a meeting shall be indicated by a letter from either party to the other containing an agenda of the subjects to be discussed. At any such meeting one (1) Union Representative or International Representative of the Union may be present.
- 6:06 In accordance with this understanding it is agreed that:
- (a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to his attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.
 - (b) A steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 7:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within fourteen (14) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the supervisor. Any employee is entitled, upon request, to have a Union steward present when meeting with the supervisor to adjust their complaint.
- 7:03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union steward, if desired, must submit a written grievance, signed and dated by the employee, to his Unit or Department Manager. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Unit or Department Manager will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union steward, if desired, must submit the written grievance to the Director, Human Resources (or his designate), who will deliver a decision in writing within five (5) calendar days of his receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 3

Within five (5) calendar days following the decision under Step No. 2, the grievance must be submitted to the Administrator (or his designate) to be discussed at a meeting between the Administrator (or his designate), the said steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Administrator (or his designate) shall give his written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step No. 3 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

7:04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 3 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 8. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution or the issue resulting from the complaint.

7:05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of his discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

7:06 Group Grievance

Where two (2) or more employees have similar grievances and each employee would be entitled to grieve separately, all such employees shall

sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one (1) grievance subject to all applicable provisions under the grievance procedure.

7:07 All agreements reached under the grievance procedure between the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

7:08 At the time formal discipline is imposed or at any stage of the grievance procedure, the employee shall have the right to the presence of his/her steward or committee member. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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

ARTICLE 8 - ARBITRATION

8:01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

8:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8:03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

8:04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new

provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 8:05 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.
- 8:06 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.
- 8:07 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act.

ARTICLE 9 - SENIORITY

- 9:01 In applying the principle of seniority as provided in this Article, length of service shall be the governing factor provided the employee has the ability and willingness to do the work required.
- 9:02 The principle of seniority shall be applied on a bargaining unit basis on layoff, on recalls after layoffs, reduction of hours on transfers, on demotions and on promotions within the bargaining unit.
- 9:03 It is agreed that for the purposes of Articles 9:04 and 9:08 the departments shall be as follows:

Nursing	Nutrition & Food Services
General Rehabilitation	Environmental Services
Fiscal Services	

- 9:04 Employees temporarily transferred from one (1) department to another shall continue to accumulate seniority in the department from which they were transferred and employees permanently transferred from one (1) department to which they are permanently transferred their accumulated seniority in the department from which they were transferred.

- 9:05 An employee shall lose all service and seniority and shall be deemed to have been terminated if he:
- (a) has been laid off for twenty-four (24) months
 - (b) resigns
 - (c) is discharged and not reinstated through the grievance and arbitration procedure
 - (d) is retired
 - (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason for the absence
 - (f) if an employee has been laid off and fails to return to work within ten (10) working days after the employee has been notified by the Hospital through registered mail addressed to his last address on the records of the Hospital'
 - (g) is absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced
 - (h) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital.
- 9:06 Employees transferred out of the bargaining unit and who are subsequently transferred back into the bargaining unit shall continue to accumulate seniority the same as if they had never been transferred out of the bargaining unit for a maximum period of no longer than 6 continuous calendar months.
- 9:07 Employees shall notify the Hospital of any change of address either by registered mail or in person at the Human Resources Office.
- 9:08 The Hospital shall post up and supply departmental seniority lists to the Union in April and October of each year. If the position of an employee on a seniority list is not challenged within thirty (30) days from' the date of its posting, such list shall be final and not subject to complaint.
- 9:09 Employees shall properly and with reasons notify the Hospital as soon as possible of a) all absences; b) intention to return to work after notice of recall; and c) inability to return to work after the expiration of a leave of absence.
- 9:10 An employee will be considered on probation until after they have completed forty-five (45) days of work in the full time bargaining unit within

any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date she was last hired by the Hospital.

Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

- 9:11 Effective July 1, 1986, for purposes of application of seniority, if any under this Agreement but not for purposes of service benefits or pay (save and except as expressly provided otherwise in this Agreement):
- (a) an employee whose status is changed from part time to full time will receive a seniority position on the basis of one thousand six hundred and fifty (1,650) hours of part time work equalling one (1) year of full time seniority.
 - (b) an employee whose status is changed from full time to part time shall transfer his full seniority to his part time position. Translated on the basis of one (1) year equals one thousand six hundred and fifty (1,650) hours.
- 9:12 Effective December 2, 1992, for purposes of application of seniority, if any, under this Agreement (save and except as expressly provided otherwise in this Agreement: for purposes of application of vacation and wages, employees who transfer from the part time bargaining unit to the full time bargaining unit shall be placed in the wage grid according to the seniority calculated on the basis of one thousand six hundred and fifty (1,650) hours.
- 9:13 Any Hospital employee outside of the Service Bargaining Unit who accepts a position into a classification covered by this Agreement shall transfer seniority, if any, for the purpose of vacation and health and welfare benefits from the date of hire by the Hospital but not for the purpose of pay or bargaining unit seniority.
- 9:14 Effective December 2, 1992, for purposes of application of service benefits, if any, under this Agreement (save and except as expressly provided otherwise in this Agreement):

- (a) an employee whose status is changed from part time to full time will receive a seniority position on the basis of one thousand six hundred and fifty (1,650) hours of part time work equalling one (1) year of full time seniority.
- (b) an employee whose status is changed from full time to part time shall transfer his full seniority to his part time position. Translated on the basis of one (1) year equals one thousand six hundred and fifty (1,650) hours.

9:15 When enrolled in the modified work program performing pre-injury hours of work, the employee will continue to accumulate seniority or service for any purposes under this collective agreement for the duration of such modified work.

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 Committee. The number of representatives shall consist of at least two (2) representatives from each party to a maximum of six (6) 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.

ARTICLE 11 - NOTICE OF LAYOFF11:01 Notice of layoff

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

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu of thereof.

Note:

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

ARTICLE 12 - SEVERANCE AND RETIREMENT OPTIONS

- 12:01 (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 11:01 (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 11:01 (ii) that his or her positions will be eliminated he or she shall be entitled to a separation allowance of four (4) weeks' salary and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to Article 11:01 (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under

HOOP within the classification(s) in order of seniority, to the extent that the maximum number of equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 11.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

- (c) A full-time employee who has completed one year of service and
- (i) whose layoff 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 weeks' 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.

ARTICLE 13 - LAYOFF AND RECALL

- 13:01 For the purposes of layoffs and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer.
- 13:02 (a) In the event of layoff, 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 layoff shall have the right to either:
 - (i) accept the layoff; 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 layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

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 less 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 subject to the layoff procedure.

- (c) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. 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 layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.,, An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (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 layoff 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 layoff commenced.
- (k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoffs.

13.03 Benefits of Layoff

In the event of a layoff 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 layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

ARTICLE 14 - TRANSFERS

14:01 When an employee is transferred to another classification through the posting procedure, he/she shall be paid at the start rate for the classification for thirty (30) working days, thereafter they will be paid at the wage rate in accordance to their seniority. An employee who transfers as a result of the application of Article 13 or as a result of a permanent accommodation will be paid at the wage rate in accordance to their seniority.

14:02 When an employee relieves in a higher paid classification within the bargaining unit she shall be paid the rate of the higher classification for all hours worked.

ARTICLE 15 - LEAVES OF ABSENCE

15:01 Personal

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence, up to a maximum of sixty (60) continuous calendar days.

15:02 Maternity Leave

(a) Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1984, except where amended in this provision.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee commencing maternity leave thereafter who is in receipt of Unemployment Insurance pregnancy benefits

pursuant to Section 18 of the Unemployment Insurance Act, 1981, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall be paid bi-weekly upon receipt of proof of entitlement and amount of UIC benefit. 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. The S.U.B. Plan is payable for fifteen (15) weeks only.

- (b) The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service.
- (c) The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.
- (d) The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
- (e) It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insurance benefits in accordance with the Employment Standards Act following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (f) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (c) or (d) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

This employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

- (g) When persons are hired to replace employees who are on approved maternity leave, the period of employment of such persons will not exceed the maternity 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 the probation period will be credited with the appropriate seniority.

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

15:03 Adoption Leave

- (a) Where an employee with at least thirteen (13) weeks of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee 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. Such request for adoption leave shall not be unreasonably withheld.

Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee commencing adoption leave thereafter who is in receipt of Unemployment Insurance adoption benefits in accordance 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 per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall be paid bi-weekly upon receipt of proof of entitlement and amount of UIC benefit and shall continue for a maximum 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.

- (b) It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insurance benefits in accordance with the Employment Standards Act following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (c) This employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when he began his leave of absence.
- (d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not

exceed the adoption 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 her probation period will be credited with the appropriate seniority.

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

15:04 Parental Leave

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (f) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (g) 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.

15:05 Bereavement Leave

- (a) In the case of an employee's spouse, common-law spouse, partner of the same sex, or child or step-child, a paid leave of absence of five (5) consecutive working days in conjunction with the day of the funeral will be granted. In the case of the death of any other member of an employee's immediate family, such as defined below, a paid leave of absence of three (3) consecutive working days in conjunction with the day of the funeral shall be granted. Immediate family is defined as parents, step-parents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, spouse's grandparent, grandchild, son-in-law and daughter-in-law.
- (b) Days/paid while an employee is on bereavement leave will only be those days which the employee would have been normally scheduled to work.
- (c) It is understood and agreed that a bereaved employee may request and be granted additional time of, without pay, for the purpose of travel and/or other matters related to the estate of the deceased.

15:06 Union Leave of Absence

Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of twenty-eight (28) days in any calendar year, provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) not more than two (2) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a department;
- (b) no one (1) such leave of absence shall extend beyond two (2) weeks;
- (c) a request must be made in writing at least two (2) weeks prior to the commencement of the function to which leave is requested;
- (d) such request shall state the general nature of the function to be attended;
- (e) employees on Union leave of absence will be paid for such leave by the Hospital. The Hospital will then forward a statement of such wages to the Local 220 Union office for reimbursement of the stated amount. The Union, shall reimburse the Hospital for such wages within a reasonable period of time.

15:07 Education Leave

- (a) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses;
- (b) if required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

15:08 In-Service Programme

- (a) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized.
- (b) When an employee is on duty and authorized to attend any in-service programs within the Hospital during their regularly scheduled working hours, they shall suffer no loss of pay. When an employee is required by the Hospital, as a condition of employment, to attend courses outside their regularly scheduled working hours, they shall be paid at their regular straight time hourly rate of pay. For the purposes of clarification

this does not include in lieu of benefits, holiday pay, vacation in lieu or any premium payments.

- (c) The delegation of added nursing skills to RNA's shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Hospital policy related thereto.

15:09 Jury and Witness Duty

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

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

15:10 Effect of Leave of Absence

In the event of an employee's absence without pay from the Hospital exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above; where an employee is on sick leave or receiving Worker's Compensation Benefits or has qualified for Worker's Compensation Benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of six (6) months. When enrolled in the modified work program

performing pm-injury hours of work, the **employee will continue** to accumulate seniority or service for any purpose under this Collective Agreement for the duration of such modified work.

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

15:11 No leave of absence granted under the provisions of this Article shall be valid unless granted in writing by the Administrator of the Hospital (or his delegate).

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16:01 Effective April 1, 1980, the normal hours of work shall be seven and one-half (7½) hours of work per day exclusive of an unpaid meal break and thirty-seven and one-half (37½) hours of work per week.

16:02 Authorized work performed in excess of seven and one-half (7½) consecutive hours worked in a day or seventy-five (75) hours in a two (2) week pay period, other than those hours approved as "averaging hours" by the Employment Standards Branch, shall be considered as overtime and paid for at the rate of time and one-half (1½) the employee's straight time hourly rate of pay.

16:03 Employee/s who work overtime will not be required to take time off in regular hours to make up for overtime worked.

16:04 (a) Regular, full time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first (1st) half and the second (2nd) half of a seven and one-half (7½) hour shift.

(b) Other employees (including employees who work shifts in excess of seven and one-half (7½) hours shall be entitled to paid rest periods of fifteen (15) minutes each for each four (4) hours of work during their shift.

16:05 Working schedules shall not be construed as a guarantee of a specific number of hours per day, nor of days per week. Schedules may provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work without days off, so long as four (4) days off are

scheduled each fourteen (14) days. In any two (2) week pay period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split.

Work schedules shall be posted four (4) weeks in advance. Any changes in the posted schedules must be mutually agreed upon.

To receive consideration, requests for changes in schedule must be received two (2) weeks in advance. Trading of shifts between employees must be within common pay periods on the same unit and not result in the payment of overtime.

All employees shall not be required to work more than two (2) consecutive weekends unless mutually agreed upon by the employee and the Employer provided that if an employee is required to work in a manner inconsistent with this provision, such employee shall be paid at the rate of one and one half (1 ½) times the employee's straight time hourly rate for all hours worked on such weekend that was worked in contravention of this provision.

- 16:06 The Employer will arrange work schedules so that each employee has at least two (2) days off, including Christmas Day or New Year's Day at Christmas or New Year's.
- 16:07 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.
- 16:08 There shall be an interval of fifteen (15) hours prior to the commencement of the next shift or time and one-half (1 ½) shall be paid for all authorized hours worked during such fifteen (15) hours period, except upon a mutual agreement of the parties to change. It is understood that Article 16:07 shall apply.
- 16:09 Employees who report for any scheduled shift will be guaranteed at least three and three-quarters (3 ¾) hours of work, or if no work is available will be paid at least three and three-quarters (3 ¾) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

- 16:10 The Hospital shall make every reasonable effort to arrange shift schedules so that RPN's and Aide/Orderlies have every other weekend off or two out of four consecutive weekends off.

ARTICLE 17 - WAGES

- 17:01 The classifications and the rates of pay for each such classification shall be those as set out in the attached Schedule hereto and marked as "A".
- 17:02 Employees shall be paid once every two (2) weeks. At the time of such pay, the hours worked, pay earned and ail deductions shall be shown in writing either upon the pay cheque or upon a slip of paper attached thereto. Deductions for Income Tax and Canada Pension Plan shall be made as required by law and other deductions shall be made in a manner convenient to the Hospital, but so as to attempt to equalize such pay for regular hours. The Hospital shall not be required to split monthly deductions for any one deduction.
- 17:03 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.
- 17:04 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, or the Union identifies a job in which the duties have changed, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to require 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 rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based. on the relationship established by comparison with the rates for their classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

ARTICLE 18 - CALL IN PAY - SHIFT PREMIUM - STANDBY - RESPONSIBILITY - WEEKEND PREMIUM

18:01 An employee called back to work after leaving the premises who reports to work outside her normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at time and one-half (1 ½) her regular, straight time hourly rate. For the purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

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

18:02 in lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 18:01.

18:03 An employee will be paid a shift premium of forty-five cents (45 cents) per hour for all hours worked where the majority of employee's scheduled hours falls between 1500 and 0700 hours. Shift premium shall also be paid for the 1100 hours to 1900 hours shift from 1500 hours to 1900 hours.

18:04 An employee who is required to remain available for duty on standby outside the working hours for the particular employee, shall receive standby pay in the amount of two dollars and ten cents (\$2.10) per hour for all hours of standby. When an employee is called into work, the standby allowance per shift shall remain payable.

18:05 Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (½) of the shift, the employee shall be paid an additional 10% of their regular straight time hourly rate of pay for all hours so worked.

18:06 Effective January 19, 1993, 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. If an employee is receiving premium pay with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 19 - PAID HOLIDAYS

19:01 An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 19:04 hereunder shall receive the following paid holidays:

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

19:02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one (1) of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

19:03 Holiday pay is defined as the amount of regular straight time hourly pay (7½ hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

19:04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled, shift on each of his working days immediately preceding and immediately following this holiday concerned unless the employee was absent due to:

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

- 19:05 An employee who qualifies and is required to work on any of the above-named holidays will, at the option of the employee, receive either:
- (a) pay for all hours worked on such day at the rate of one and one-half (1½) times her regular straight time rate of pay in addition to her regular straight time rate of pay or;
 - (b) pay at the rate of time and one-half (1½) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday. Such lieu day off to be selected by the employee and the Unit or Department Manager by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Unit or Department Manager.
- 19:06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose her entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- 19:07 If a paid holiday falls during an employee's vacation, her vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 19:08 If a paid holiday falls during an employee's regular day off another day off shall be selected by the employee and Unit or Department Manager by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Unit or Department Manager.
- 19:09 Employees will be offered the opportunity to accumulate up to five (5) paid holidays in any calendar year for the purpose of having an additional block of time for, paid emergency or personal leave subject to the following conditions:
- (a) all paid holidays can be accumulated to a total of five (5) except Christmas Day, Boxing Day and New Year's Day which must be taken as scheduled;
 - (b) banked paid holidays can be taken as an extension of vacations between the period of June 15 and September 15 within the limit of three (3) weeks maximum off during this period and cannot be taken between the period of December 15 and January 15;

- (c) paid holiday banks must be cleared by December 14 in any one (1) calendar year;
- (d) employees must declare their intention to save any paid holidays fourteen (14) calendar days prior to the posting of schedules.

ARTICLE 20 -VACATIONS

20:01 Employees working for the Hospital in the twelve (12) month period preceding June 30th shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

- (a) Employees who have completed less than one (1) year of continuous service as of June 30th shall be entitled to an annual vacation of one and one quarter (1.25) days for each completed month of service to a maximum of fourteen (14) working days and shall be paid six percent (6%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding June 30th.
- (b) An employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of three (3) weeks with pay at her regular straight time hourly rate.
- (c) An employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at her regular straight time hourly rate.
- (d) An employee who has completed more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of five (5) weeks with pay at her regular straight time hourly rate.
- (e) An employee who has completed more than twenty-five (25) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of six (6) weeks with pay at her regular straight time hourly rate.

- 20:02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 20:03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leave of absence or other unpaid periods (except leaves for Union business) which exceeds thirty (30) consecutive or sixty (60) cumulative days.
- 20:04 An employee who leaves the employ of the Hospital for any reason, shall be paid the vacation allowance due to her at the time of her termination as provided herein.
- 20:05 Vacations shall not be cumulative from year to year.
- 20:06 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will 'pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the' employee's vacation period.
- 20:07 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 21 - WELFARE

- 21:01 The Hospital agrees to pay one hundred percent (100%) of the billing rate of the Ontario Health Insurance Plan for all employees covered by this Agreement.
- 21:02 The Hospital further agrees to pay one hundred percent (100%) of the billing rate of the Ontario Hospital Association Group Life Plan for all employees covered by this Agreement who are eligible under the provisions of the Plan.
- 21:03 The Hospital further agrees to continue its contributions in accordance with the provisions of the Hospitals of Ontario Pension Plan (HOOPP) as amended by the integration thereof with the Canada Pension Plan.
- 21:04 The Hospital agrees to contribute on behalf of each eligible employee covered by the Collective Agreement, seventy-five percent (75%) of the billed premium under an Extended Health Care Plan, consisting of ten dollars (\$10.00)(single) and twenty dollars (\$20.00)(family) deductible subject to the carrier's requirements as to a minimum enrolment, provided the balance of the monthly premium is paid by the employee through payroll deduction.
- Coverage for glasses shall be to a maximum of ninety dollars (\$90.00) every twenty-four (24) months and hearing aids to a maximum of five hundred dollars (\$500.00)(one lifetime).
- 21:05 The Hospital shall contribute seventy-five percent (75%) of the billed premium towards coverage of eligible participating employees under the Dental Plan (Blue Cross #9 - current O.D.A. schedule, or its equivalent) in the active employment of the Hospital and such employee shall pay the remaining premium through payroll deduction.
- 21:06 Subject to meeting appropriate enrolment requirements, the Hospital agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.
- 21:07 It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide

to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

- 21:08 In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever is first.
- 21:09 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 21:10 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval for a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

21.10. Effective November 22, 1996 all afore-mentioned
ARTICLE 22 - SICK LEAVE AND LONG TERM DISABILITY benefits are

- 22:01 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

- 22:02 Notwithstanding anything else contained in this Agreement, the Hospital will continue the premiums relating to sick leave and Long Term Disability Plan, health and welfare program, and the employee will continue to accumulate vacation while either:

eligible employee's partner of the same sex

- (a) on sick leave until the accumulated (HOODIP) sick leave credits in the sick leave bank have been paid in full or for seventy-five (75) working days.
 - (b) whilst on Workers' Compensation for up to and including seventy-five (75) working days.
- 22:03 (a) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first (1st) two (2) days of the fourth (4th) and subsequent period of absence in any calendar year.
- (b) An employee shall not be allowed sick leave pay for the first (1st) day off work for the first (1st) day of absence in the fifth (5th) and any succeeding period of absence, because of sickness in any calendar year.
- 22:04 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

ARTICLE 23 - UNIFORMS

- 23:01 As a contribution to the cost of purchasing and maintaining uniforms, the Hospital will pay all employees in the bargaining unit who are required to wear uniforms while on duty a uniform allowance of eighty dollars (\$80.00) per year. Such allowance will be paid monthly.

Effective January 1, 1993, for maintenance staff required to wear safety boots as part of their uniform, the Hospital shall pay such employees \$50.00 per year, paid monthly.

ARTICLE 24 - BULLETIN BOARD

- 24:01 The Hospital shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 25 - NO STRIKES OR LOCKOUTS

- 25:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

ARTICLE 26 - JOB VACANCIES AND NEW JOBS

- 26:01 The Hospital shall post all vacancies or new jobs within the bargaining unit on the job posting board for a period of seven (7) consecutive days unless in the Administrator's, or designate's judgement, an emergency exists that does not allow sufficient time for this procedure to be followed then the position will be temporarily filled until the job posting procedure is followed. Vacancies created by the filling of the initial vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days. Employees shall have the right to bid on such vacancies or new jobs. The employee with the greatest seniority within the bargaining unit shall be selected, provided he has the ability and qualifications to do the work required.
- 26:02 When a permanent employee transfers to another classification within the bargaining unit he shall be subject to a trial period in his new duties of thirty (30) working days. If such employee wishes to return to her former position, or fails to satisfactorily complete the trial period, or is unable to perform the work, he shall, subject to the right of grievance by either party, be returned to his previous position and wage rate.
- 26:03 The name of the employee granted any job in compliance with this Article shall be posted on the bulletin board.
- 26:04 As soon as possible after the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board.
- 26:05 All job postings shall contain the following information:
- 1) Nature of position
 - 2) Hours of work
 - 3) Department
 - 4) Wages - See Schedule "A" of Collective Agreement
- 26:06 Successful applicants to a previous job posting and newly hired employees are not permitted to apply for job postings for six (6) months unless mutually agreed.

ARTICLE 27 - DISCIPLINARY NOTICES

- 27:01 Should any supervisor of the Hospital take disciplinary action against an employee, such action shall only be taken into account with respect to any

future disciplining of such employee if a notice specifying the conduct complained of is delivered to the employee within a week of the original disciplinary action having been taken. Disciplinary action herein shall include a warning. Notice shall be given by delivering a written notice personally or mailing such a notice to the employee by prepaid registered post addressed to the employee at the address shown upon the payroll records of the Hospital.

27:02 Copies of all disciplinary action letters shall be delivered to the Chairperson at the same time as delivered to the employee concerned.

ARTICLE 28 - MEDICAL EXAMINATION

28:01 The Union's attention is drawn to the fact that the Hospital intends to require certain medical examinations be performed at the expense of the Hospital. Such examinations are required under the laws of the Province of Ontario. It is expected that annual medicals will be undertaken and that all dietary personnel will be examined shortly before their hiring.

28:02 The Hospital shall pay for the full cost of any medical certificate required by an employee.

ARTICLE 29 - RETIREMENT

29:01 An employee shall retire and cease employment on the first (1st) day of the month following the month after which the employee attains the age of sixty-five (65) years. Notwithstanding the foregoing, in the discretion of the Hospital and with the consent of the employee, the date of retirement may be extended on a year-by-year basis, provided that such extension or extensions shall not extend past the employee's seventieth (70th) birthday.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

30:01 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 or illness.

30:02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

- 30:03 Such Committee shall identify potential danger and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 30:04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 30:05 Meetings shall be held every second (2nd) 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.
- 30:06 Any representative appointed or selected in accordance with Article 30:02 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 Occupational Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 30:07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practises.

ARTICLE 31 - H.T.A.P. COMMITTEE

- 31:01 One representative from the service unit will represent both the full-time and part-time units on this committee.

ARTICLE 32 - FISCAL ADVISORY COMMITTEE

- 32:01 It is recognized that the Board of Directors invited one Union Representative to join this Committee effective October 1992 to represent both the full-time and part-time units.

ARTICLE 33 - CONTRACTING OUT

- 33:01 (a) Work of the Bargaining Unit
The Hospital shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out a layoff of any employee other than part time employees follow. The contracting out to an Employer who is organized and who will employ the



employees of the bargaining unit who would otherwise be laid off, is not a breach of this provision.

- (b) On request by the Union, the Hospital will undertake to review new 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 provided said employees have the qualifications and ability to do the work. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration,

33:02 The Hospital undertakes to notify the Union in advance, so far as practicable of any significant technological changes which the Hospital has decided to introduce. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to layoff 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 above set forth and the requirements of the applicable law.

33:03 Supervisors and employees whose jobs are not in the bargaining unit shall not perform work normally performed by members of the bargaining unit except:

- a) in cases of emergency
- b) when instructing other employees
- c) in other circumstances mutually agreed between the parties
- d) tasks, assignments or responsibilities that have been historically done by supervisors in specific departments.

ARTICLE 34 - TERMINATION

34:01 This Agreement shall remain in effect from and including January 19, 1994, to and including January 18, 1996 and shall be automatically renewed from ~~year to year thereafter unless either party notifies the other party in writing its desire to amend, or terminate this Collective Agreement.~~

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

ARTICLE 35 - RETROACTIVITY

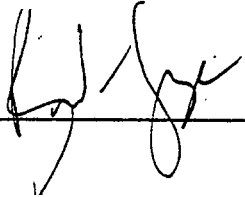
35:01 The wage increases for all hours paid applicable to all employees shall be effective on the listed dates. Unless specifically noted otherwise, all other amendments are effective on the date of the release of the Award. Any employees who have been hired since those dates shall be entitled to retroactive pay as of the date of hire. Retroactivity is to be paid within sixty (60) days following ratification.

The Employer shall be responsible to contact in writing, (with a copy to the Union Office), at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive adjustment. The employees shall have thirty (30) days from the date of registered notification to claim their entitlement.

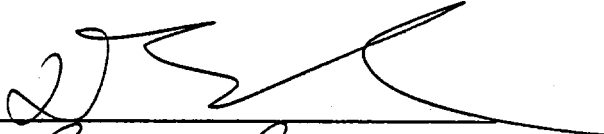
35:02 Retroactivity will be paid within sixty (60) days following the date of ratification on a separate cheque. Failing this, interest will be paid on the retroactivity at the Bank's savings interest rate.

Dated at Kitchen&, Ontario this 28 day of May, 1997

FOR THE HOSPITAL



FOR THE UNION



Paul A. Ross

Mary D. L. Fisher

Margaret McNeill

SCHEDULE "A" - WAGES

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

EFFECTIVE JANUARY 19, 1994

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Graduate Nursing Assistant	15.56			
Patient Care Aide	15.83			
Ward Clerk	13.61	13.72	13.79	13.97
Central Supply Aide	13.94	14.02	14.11	14.29
Porter, Cleaner Housekeeping Aide Linen Aide	13.97	14.11	14.17	14.29
Dietary Aide Cook's Helper Ingredient Control Aide II, Cashier, Nourishment Aide, Sandwich/Salad Maker	14.45	14.58	14.65	14.77
Assistant Cook	14.17	14.25	14.31	14.45

EFFECTIVE JANUARY 19, 1994

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Ingredient Control Aide I Pot Washer I Dish Machine Operator I Pot Washer II Dish Machine Operator II	14.45	14.58	14.65	14.77
Receiver Stores Clerk	14.53	14.65	14.72	14.84
Cook II	14.82	14.89	14.96	15.10
Nurse Aide/Orderly Driver/Maintenance Maintenance II	14.97	15.06	15.16	15.28
Baker	15.07	15.15	15.23	15.37
Rec. Therapy Asst.,	15.18	15.37	15.44	15.59
R.P.N.	<u>Start</u> 18.94	<u>6 Months</u> 19.48		
Occ. Therapy Asst. Physio Ther. Asst.	15.83	16.00	16.06	16.21
Bldg. Equip. Tech. Maintenance I	15.90	16.11	16.32	16.52

EFFECTIVE JANUARY 19, 1994

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Cook I	16.23	16.40	16.58	16.77
	<u>Start</u>	<u>6 Months</u>		
Electrician Building Systems Technician (Licensed)	18.94	19.48		
Building Systems Technician (unlicensed)	16.36	16.90		

SCHEDULE "A" - WAGES

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

EFFECTIVE JANUARY 19, 1995

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Graduate Nursing Assistant	15.71			
Patient Care Aide	15.99			
Ward Clerk	13.76	13.85	13.92	14.97
Central Supply Aide	14.08	14.16	14.25	14.43
Porter, Cleaner Housekeeping Aide Linen Aide	14.11	14.25	14.31	14.43
Dietary Aide Cook's Helper Ingredient Control' Aide II, C a s h i e r , Nourishment Aide, Sandwich/Salad Maker	14.59	14.73	14.80	14.92
Assistant Cook	14.31	14.39	14.45	14.59

EFFECTIVE JANUARY 19, 1995

Classification	S t a r t	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Ingredient Control Aide I	14.59	14.73	14.80	14.92
Pot Washer I				
Dish Machine Operator I				
Pot Washer II				
Dish Machine Operator II				
Receiver Stores Clerk	14.67	14.80	14.87	14.99
Cook II	14.96	15.04	15.11	15.25
Nurse Aide/Orderly Driver/Maintenance Maintenance II	15.12	15.21	15.31	15.43
Baker	15.22	15.30	15.38	15.52
Rec. Therapy Asst.,	15.33	15.52	15.59	15.75
R.P.N.	<u>Start</u> 19.13	<u>6 Months</u> 19.68		
Occ. Therapy Asst Physio Ther. Asst.	15.99	16.16	16.22	16.37.
Bldg. Equip. Tech. Maintenance I	16.06	16.27	16.48	16.68

EFFECTIVE JANUARY 19, 1995

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Cook I	16.39	16.56	16.75	16.94
<hr/>				
	<u>Start</u>	<u>6 Months</u>		
Electrician Building Systems Technician (licensed)	19.13	19.68		
<hr/>				
Building Systems Technician (unlicensed)	16.52	17.07		
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SCHEDULE "B" - WAGES

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

EFFECTIVE JANUARY 19, 1993

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Graduate Nursing Assistant	15.41			
Patient Care Aide	15.67			
Ward Clerk	13.48	13.58	13.65	13.83
Central Supply Aide	13.80	13.88	13.97	14.15
Porter, Cleaner	13.83	13.97	14.03	14.15
Housekeeping Aide'	13.83	13.97	14.03	14.15
Linen Aide	13.83	13.97	14.03	14.15
Dietary Aide Cook's Helper Ingredient Control Aide II, Cashier, Nourishment Aide, Sandwich/Salad Maker	14.31	14.44	14.50	14.62
Assistant Cook	14.03	14.11	14.17	14.31

EFFECTIVE JANUARY 19, 1993

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Ingredient Control Aide I Pot Washer I Dish Machine Operator I	14.31	14.44	14.50	14.62
Pot Washer II Dish Machine Operator II	14.31	14.44	14.50	14.62
Receiver Stores Clerk	14.39	14.50	14.57	14.69
Cook I	14.67	14.74	14.81	14.95
Nurse Aide/Orderly	14.82	14.91	15.01	15.13
Driver/Maintenance Maintenance II	14.82	14.91	15.01	15.13
Baker	14.92	15.00	15.08	15.22
Rec. Therapy Asst.	15.03	15.22	15.29	15.44
R.N.A.	15.77	15.94	16.00	16.16

E F F E C T I V E JANUARY 19, 1993

Classification	Start	1 Year (1650 Hrs)	2 Years (3300 Hrs)	3 Years (4950 Hrs)
Occ. Therapy Asst Physio Ther. Asst	15.67	15.84	15.90	16.05.
Bldg. Equip. Tech. Maintenance I	15.74	15.95	16.16	16.36
Cook I	16.07	16.24	16.42	16.60
Electrician Building Systems Technician (licensed)	<u>Start</u> 18.75	<u>6 Months</u> 19.29		
Building Systems Technician (unlicensed)	16.20	16.73		

LETTER OF UNDERSTANDING

BETWEEN:

THE FREEPORT HOSPITAL

-AND-

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

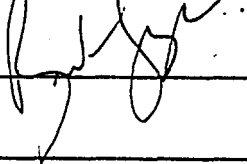
FULL TIME SERVICE BARGAINING UNIT

Re: Joint Occupational Health and Safety Committee

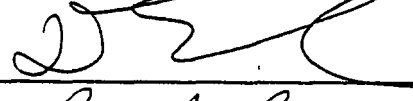
The concerns of individual employees will be reviewed by the Joint Health and Safety Committee and when necessary monitors will be tested to ensure that they continue to meet acceptable "emissions" levels.

DATED-at KITCHENER; Ontario this 28 day of, May 1997.

FOR THE HOSPITAL



FOR THE UNION



Paul A. Lussier

Mary S. Whitham

Margaret MacNeil

LETTER OF UNDERSTANDING

BETWEEN:

THE FREEPORT HOSPITAL

-AND-

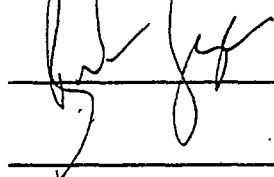
LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220

FULL TIME SERVICE BARGAINING UNIT


The parties agree to the practise of the Union Committee members staffing the Union Office for a total of two (2) hours per week. Such time will be considered as time worked and paid accordingly.

DATED at KITCHENER, Ontario this 28 day of May, 1997.

FOR THE HOSPITAL



FOR THE UNION



Paul A. [unclear]

Mary [unclear]

Margaret [unclear]
