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COLLECTIVE AGREEMENT

Between:

ST. THOMAS-ELGIN GENERAL HOSPITAL

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 220

S.E.I.U., A.F.L., C.I.O., C.L.C.

PART TIME BARGAINING UNIT

AGREEMENT EXPIRY DATE MARCH 31, 2002

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COLLECTIVE AGREEMENT

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL
St. Thomas, Ontario

(hereinafter called the "Employer")

OF THE ONE PART

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 220

a voluntary union of employees affiliated with the
A.F. of L., C.I.O., C.L.C. and the
SERVICE EMPLOYEES' INTERNATIONAL UNION
representing certain employees of the Employer

(hereinafter called the "Union")

OF THE OTHER PART

WHEREAS the Union is the bargaining agent for a bargaining unit of employees referred to in a certain Certificate issued by the Ontario Labour Relations Board on the seventh day of June, 1977.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

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

ARTICLE 2 - BARGAINING UNIT

2:01 For the purpose of this Agreement, the term "employee" or "employees" shall mean only those employees of the St. Thomas-Elgin General Hospital at St. Thomas regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons employed for the vacation period save and except professional medical staff, graduate nursing staff, undergraduat nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor and office and security staff.

- 2:02 (a) Where a full time bargaining unit employee is absent from work for an extended period of time for any reason, including maternity/adoption leave and workers' compensation, or where bargaining unit work becomes available on a special non-recurring project basis for a period of time not to exceed six (6) months, and the Employer wishes to have a part time bargaining unit employee or a series of part time bargaining unit employees work full time hours on a temporary basis to cover for the absence, or the project, as the case may be, the Associate Executive Director, Human Resources of the Hospital or his/her designate and the Union Chairperson or his/her designate will meet to discuss the Employer's proposal. The Union agrees that it will not unreasonably withhold its consent to the proposal. Where both parties agree to the proposal, it will be implemented, and the part time bargaining unit employee or employees who are scheduled to work the full time hours during the course of the absence, or the project, as the case may be, will continue to be covered under the terms of the part time bargaining unit Collective Agreement. In each case a Letter of Understanding confirming these arrangements will be signed by the Associate Executive Director, Human Resources of the Hospital or his/her designate and the Chairperson of the Union or his/her designate. The term of six (6) months for the project may be extended by mutual agreement of the Union and Employer.
- (b) The selection of the part time bargaining unit employee or series of employees as the case may be, who are to work the full time hours as agreed to in Article 2:02 (a) above will be made by the Employer after consultation with the Union Committee Chairperson.
- (c) In the event no qualified part time bargaining unit employee is interested in working full time hours on a relief basis to cover for a particular absence or project, as the case may be, the Employer may hire from outside the Hospital and any person hired from outside shall be deemed to come under the part time bargaining unit Collective Agreement irrespective of his or her hours of work.
- (d) The period of employment of any person hired from outside the Hospital to cover for the absence of a full time employee will not exceed the absent full time employee's time away from work.
- (e) Any person hired from outside the Hospital shall have no right to bid on any posted jobs under the full time Collective Agreement during the period that he or she is filling in for the absent full time employee, or working on the project, as the case may be. Furthermore, during that same period, the person hired from outside may be discharged or released by the Employer and, notwithstanding any other provision of the full time or part time Collective Agreements, such discharge or release shall not be the subject of a grievance or arbitration.
- (f) The Employer will outline in writing to the individual or individuals who will be working full time hours during the course of the absence or the project, as the case may be, the expected duration of such employment as well as the classification concerned and rate of pay and the Union Chairperson will also be given a copy of the letter.

ARTICLE 3 - RECOGNITION

- 3:01 The Union is recognized as the sole collective bargaining agency for all employees as defined herein, and the Employer undertakes that it will not enter into any other agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3:02 Each of the parties hereto agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised, or practised upon any employee because of membership, or non-membership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned.
- 3:03 Each of the parties hereto agree that there will be no discrimination against any employee by either party because of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin of such employee with respect to the matters set forth in Section 4 of The Human Rights Code of Ontario or any amendments thereto from time to time.
- 3:04 The Employer will supply the Union with a list of all supervisory personnel including temporary supervisory personnel and will keep such list up to date at all times.

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 regular deduction date following completion of thirty (30) calendar days of employment.
 - (c) Union dues will be deducted from the employee's pay each pay period in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following.
 - (d) The Hospital agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.
- 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 deducted 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. 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 - NO STRIKES OR LOCKOUTS

5:01 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 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

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

6:01 Maintain order, discipline and efficiency, and to establish and enforce rules and regulations necessary therefor, and generally governing the conduct of the employees, provided these rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations, the Employer will advise the Union Committee.

6:02 Hire, discharge, transfer, promote, demote, classify, assign or discipline employees, provided that a claim of a discriminatory transfer, promotion, demotion, or classification or a claim that an employee who has completed the probationary period within the Bargaining Unit has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

6:03 Exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement, and without restricting the generality of the foregoing the Employer retains the right to generally operate the Hospital in a manner consistent with the obligations of the Employer to the general public in the community served.

6:04 Refuse to carry out any term of this Agreement in case of any labour dispute or condition arising beyond the control of the Employer.

ARTICLE 7 - UNION REPRESENTATION

7:01 The Union shall elect or otherwise select a Union Committee of four (4) employees; it being understood that the Chairperson of the full time bargaining unit section may be a

member of the Committee, The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement, including the negotiations for, or renewal of this Agreement.

- 7:02 It is agreed that the Union Representative of Local 220, may be present with the Committee at the request of either the Union or the Employer.
- 7:03 The Union acknowledges and agrees that members of the Union Committee have regular duties to perform in connection with their employment and all activities of members of the Union Committee will be carried on outside regular working hours, unless otherwise mutually agreed. Members of the Union Committee will not leave their duties without first obtaining permission from the Supervisor of the Department or Unit in which they are working, and upon completion of such Union business shall report back to that official.
- 7:04 (a) Each member of the said Union Committee shall receive his/her regular pay for all regularly scheduled working hours lost due to his/her 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. An employee not scheduled to work will be paid up to a maximum of 7.5 hours/day for their attendance at negotiations, provided that their hours do not exceed 37.5 hours in the week.
- (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.
- 7:05 The Union agrees to supply the Employer with the names of the members constituting the Committee in duplicate, and will keep such list up to date at all times. It is mutually agreed that one of the duplicate copies shall be posted on the Union bulletin board by the Union.
- 7:06 The Committee and the Employer shall meet once each month at times mutually agreed on, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party, containing an agenda of the subjects to be discussed.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8:01 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.
- 8:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance

until he/she has first given his/her immediate Supervisor the opportunity of adjusting his/her complaint. If an employee has a complaint, such complaint shall be discussed with his/her 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 immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him/her when meeting with the immediate Supervisor to attempt to adjust his/her complaint.

8:03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his/her Department Head or designate. The nature of the grievance and the remedy sought shall be set out in the grievance. In addition, the employee will endeavour to set out the section or sections of the Agreement which are alleged to have been violated. The Department Head or designate will deliver his/her decision in writing within seven (7) 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 seven (7) 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 Associate Executive Director-Human Resources or his/her designate who will deliver a decision in writing within seven (7) calendar days of his/her 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 seven (7) calendar days following the decision under Step No. 2, the grievance must be submitted to the Executive Director or his/her designate to be discussed at a meeting between the Executive Director or his/her designate, the said Steward, the grievor(s) and the Union Committee within seven (7) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Executive Director or his/her designate shall give his/her written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such fourteen (14) day period, the grievance shall be deemed to have been abandoned.

Policy Grievance

8:04 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 ten (10) 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 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself/herself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

Discharge Grievance

8:05 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/her 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.

Group Grievance

8:06 Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within ten (10) 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.

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

8:08 Where an employee is subject to a suspension or discharge penalty, he/she shall be entitled upon his/her request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his/her right to request such representation.

ARTICLE 9 - ARBITRATION

9:01 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 provided, however, if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson 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 Chairperson.

- 9:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9:03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9:04 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.
- 9:05 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 Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 9:06 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 Chairperson of the Arbitration Board.

ARTICLE 10 - SENIORITY

- 10:01 An employee will be considered on probation until after she/he has completed four hundred and fifty (450) hours of work in the part time bargaining unit within any twelve (12) calendar month period. Upon completion of such probationary period, the employee will attain seniority and his/her name will be placed on the seniority list for this bargaining unit and he/she will be credited with such hours worked. 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.
- 10:02 Seniority credited as provided above will thereafter accumulate on the basis of hours worked within the bargaining unit.
- 10:03 A seniority list will be posted on the official bulletin boards and will be revised at least semi-annually according to the records of the Employer. The respective last dates of hiring of employees with seniority will also appear on the posted seniority list. The

Employer will supply copies of the seniority list to the Chairperson of the Union Committee and the local Union Office.

- 10:04 Where vacancies are posted for positions within the full time bargaining unit and no applicants within the full time bargaining unit are considered to be suitable to fill such vacancies consideration will be given to applications from employees in this bargaining unit to fill such vacancies prior to consideration of persons not employed by the Employer. Where the Employer fills such vacancies from among applicants from this bargaining unit, the Employer's decision shall be based primarily upon its opinion as to qualifications, skill, ability, experience, and suitability for the particular vacancy of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference provided he/she is qualified to perform the job.
- 10:05 (a) An employee who transfers from full time to part time status on or after January 1, 1980 will be given credit for the full time seniority he/she had prior to the transfer on the basis of one (1) year of full time seniority = 1650 hours worked as part time.
- (b) An employee who transfers from part time to full time status on or after January 1, 1980 will be given credit for the part time seniority he/she had prior to the transfer on the basis of 1650 hours worked as part time = one (1) year of full time seniority. For purposes of calculating the credit to be given, the Hospital will take the hours worked by the employee which are listed on the most recent part time Seniority List prior to the date of the transfer and add to them the part time hours worked by the employee from the date of that list to the date of the transfer.
- 10:06 Where the Hospital has decided that it needs to increase the complement of the part time bargaining unit, applications from employees in this bargaining unit will be given consideration before going outside the bargaining unit. Part time needs will be posted for seven (7) calendar days on the SEIU bulletin board.

Where the Employer fills such vacancies from among applicants from this bargaining unit, the Employer's decision shall be based primarily upon its opinion as to qualifications, skill, ability, experience, availability and suitability for the particular vacancy of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference provided he/she is qualified to perform the job.

ARTICLE 11 - LOSS OF SENIORITY RIGHTS

- 11:01 An employee shall lose all service and seniority and shall be deemed to have been terminated if he/she:
- (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 notify the Hospital within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) of their intent to return to work within ten (10) working days after the employee has been notified by the Hospital through registered mail addressed to his/her last address on the records of the Hospital;
- (g) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital;
- (h) an employee refuses to accept work, on three (3) consecutive occasions upon which the Employer advises the employee work is available, unless the employee is on approved leave of absence.

ARTICLE 12 - LAYOFF AND RECALL

12:01 **Notice of Layoff**

- (a) Union
There shall be at least three month's notice to the Union in the event of a proposed layoff of a permanent or long-term nature, or in the event of significant changes impacting the bargaining unit.
- (b) Employees
In the event of a layoff of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

12:02 **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.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff 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 his/her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, part time employees will receive lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.

Note: The hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

12:03 Layoff and Recall

(a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that the employee(s) who remain on the job have the ability to perform the work available.

(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 lesser seniority, who is the least senior employee in the 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/she can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(c) An employee shall have opportunity of recall from a layoff to a vacancy, in order of seniority, provided he/she has the ability to perform the work without training other than orientation, before such opening is filled on a

regular basis under a job posting procedure. The posting procedure 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/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employee shall be hired until all those subject to recall 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/her 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 seven (7) 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/her proper address being on record with the Hospital.
- (h) Employees on layoff or notice of layoff shall be given preference for temporary part time vacancies which are expected to exceed ten (10) working days provided he/she has the ability to perform the duties without training other than orientation. Acceptance of a temporary vacancy shall not constitute a recall from layoff unless the temporary vacancy is anticipated to exceed ninety (90) calendar days. An employee to whom a temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain his/her position on the recall list. An employee on layoff who accepts a temporary vacancy shall be paid the wage for the work and the 13% percent in lieu of benefits.
- (i) A laid-off employee shall retain the right of recall for a period of twenty-four (24) months from the date of layoff.

ARTICLE 13 - PROVISIONS OF WORK

13:01 The Employer does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.

ARTICLE 14 - HOURS OF WORK

14:01 The hours of work will be as scheduled by the Employer. For purposes of computing time, Monday shall be considered the first (1st) day of the calendar week.

14:02 Scheduling

Where employees are used on a regular basis, the Employer will endeavour to keep schedules for work posted as far in advance as practical.

14:03 For shifts affected by the change from Daylight Savings Time to Standard Time and vice versa, the employee shall be paid for hours actually worked. In the spring, the night shift shall receive one (1) hour less and in the fall, an extra hour shall be paid at the applicable regular straight time hourly rate.

14:04 If the Employer cancels a shift of an employee, the Employer shall give the employee eight (8) hours notice before the start of the shift. The Employer's responsibility ends upon making the call to the employee's residence or last known number. The changing of a shift for another is not considered a cancellation of a shift.

ARTICLE 15 - OVERTIME CONDITIONS

15:01 Except in the case of Engineers and Ambulance Driver-Attendants, any hours worked in excess of seven and one-half (7½) hours in the day or in excess of seventy-five (75) hours in a two (2) week pay period, exclusive of meal time and authorized by a senior Department Head will be counted as overtime worked and will be paid for at the rate of time and one-half, computed at the regular straight time hourly rate for the job classification. It is understood that the Employer will not regularly schedule an employee to work more than thirty-seven and one-half (37½) hours per week except in cases of emergency.

15:02 It is understood and agreed that where Engineers and Ambulance Driver-Attendants are required to work eight (8) hours in a day they will be paid for such time at their regular straight time hourly rate of pay. With this understanding, it is agreed that any hours worked by Engineers and Ambulance Driver-Attendants in excess of eight (8) hours in the day or in excess of eighty (80) hours in a two (2) week pay period exclusive of meal time, and authorized by a senior Department Head, will be counted as overtime worked and will be paid for at the rate of time and one-half their regular straight time hourly rate of pay.

ARTICLE 16 - SHIFT PREMIUM

16:01 Effective July 1, 1999 an employee will be paid a shift premium of fifty (50) cents per hour for each hour worked when the majority of such hours so worked, falls between 1500 and 0800 hours the following day.

16:02 Effective April 1, 2001, an employee will be paid a shift premium of fifty-five (55) cents per hour for each hour worked when the majority of such hours so worked, falls between 1500 and 0800 hours the following day.

ARTICLE 17 - WEEKEND PREMIUM

17:01 Effective July 1, 1999, an employee shall be paid a weekend premium of fifty (50) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

Effective April 1, 2001, an employee shall be paid a weekend premium of fifty-five (55) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

17:02 In regards to the new Weekend Premium provision, it is agreed that an employee may receive both a shift premium as well as a weekend premium for the same hours where he/she meets the criteria for each premium under the agreement and this would not constitute "pyramiding" under the agreement.

ARTICLE 18 - SUPERVISORS WORKING

18:01 Supervisors will not routinely perform work which is normally performed by those under their supervision, except in case of emergency or for the purpose of instructing employees.

18:02 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 an emergency when regular employees are not readily available.

ARTICLE 19 - REST PERIOD

19:01 Employees working a seven and one-half (7½) hour shift will be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.

Employees working other than a seven and one-half (7½) hour shift will be entitled to a paid rest period of fifteen (15) minutes for each three and three quarters (3¾) hours of work during their shift.

ARTICLE 20 - HOSPITAL HOLIDAYS

20:01 An employee who is required to work on any of the following Hospital Holidays will receive pay at the rate of time and one-half the employee's regular straight time hourly rate of pay for work performed on such a holiday.

New Year's Day	Civic Holiday
Second Monday of February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (effective 1989)	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

20:02 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.

20:03 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift. This article will apply notwithstanding any other article in this agreement.

ARTICLE 21 - VACATION PAY

21:01 All part time employees shall be paid vacation pay based on the following formula:

Start of employment	4% of earnings
More than 4950 hours worked	6% of earnings
More than 13200 hours worked	8% of earnings
More than 24750 hours worked	10% of earnings
More than 41250 hours worked	12% of earnings

ARTICLE 22 - LEAVE OF ABSENCE

22:01 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.

ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

- 23:01 (a) Pregnancy leave shall be granted in accordance with the terms of the current Employment Standards Act (and as amended) but the leave of absence provided for under this Article may be extended to a total of six (6) months upon application in writing made at least two (2) weeks prior to the expiration of the original leave. The Hospital's consent shall not be withheld unreasonably.
- (b) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, 1971, shall be paid a supplemental employment 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 (2) week employment waiting period, and receipt by the Hospital of the employee's employment Insurance cheque stub as proof that she is in receipt of employment 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.
- 23:02 Where an employee with at least thirteen (13) weeks continuous service adopts a child, such employee may be entitled to a leave of absence without pay for a period of up to eighteen (18) weeks. In addition, if a further leave of absence is required by the adoption authorities concerned, the Hospital may grant a further extension for a period of up to three (3) months. This period includes the employee's parental leave pursuant to the Employment Standards Act. Such leave shall not be withheld unreasonably.
- 23:03 Seniority continues to accrue during the period of a pregnancy leave or adoption leave.

ARTICLE 24 - UNION LEAVE

- 24:01 The Employer shall grant leave of absence to two (2) employees to attend Union Conventions, Seminars, or Educational Classes and may grant such leave to one (1) additional employee. In making application for leave of absence for Union business, it is understood that the leave of absence shall be for no longer than a two (2) week period, and will not be requested on more than four (4) occasions in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one time. It is understood that such leave will be granted unless it interferes with staffing of the Hospital.
- 24:02 Effective date of ratification for any unpaid time off from regularly scheduled working hours under this provision, the Union Committee member's salary and percentage in

lieu of fringe benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits.

Union Leave of Absence

24:03 An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority for up to two (2) years.

During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contributions to said benefits. The employee agrees to notify the Hospital of his/her intention to return to work within two (2) weeks following the termination of office for which the leave was granted. An employee on leave of absence under this provision shall continue to accrue all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall apply only to one employee at a time, and that the Union shall provide adequate notice prior to an employee commencing a Union Leave of Absence.

The Employer shall fill the vacant position as the result of the absence of an employee on a Union Leave of Absence as it sees fit. Employment of persons hired to replace employees who are on such leaves of absence will not exceed the length of the leave of absence. The release or discharge of such persons shall not be the subject of a grievance or arbitration. The Hospital will outline to an employee or employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

ARTICLE 25 - BEREAVEMENT LEAVE

25:01 In the event of a death of an employee's parent, step-parent, spouse, child, step-child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law (sister-in-law and brother-in-law refer to the spouse of the employee's brother or sister, or the brother or sister of the employee's spouse), daughter-in-law, and son-in-law, and upon notification to the Hospital, an employee shall be granted up to twenty-two and a half (22½) consecutive working hours off without loss of regular pay for scheduled hours in conjunction with the day of the funeral. The leave provided for in this article must be taken within seven (7) calendar days of the funeral of the deceased.

Spouse refers to the employee's current husband or wife, or common-law husband or wife, and does not include legally separated or divorced spouse, and their immediate family. Where an employee does not qualify under the above noted conditions, the Hospital may none the less grant a paid or unpaid bereavement leave.

In the event of the death of the employee's niece, nephew, aunt, uncle, or grandparent-in-law, the employee, upon notification to the Hospital will be granted one (1) day's leave without loss of regular earnings for the purpose of attending the funeral.

ARTICLE 26 - JURY DUTY

- 26:01 An employee who is scheduled to work for the Hospital and has completed his/her probationary period and is called for service on Jury Duty shall be entitled to receive from the Employer the difference in pay between the Jury Duty pay and what he/she would have received from the Employer computed at straight time for the time necessary and actually spent on Jury Duty during the hours he/she is scheduled to work. He/she shall provide proof of hours engaged on Jury Duty and proof of payment therefor.
- 26:02 An employee subpoenaed as a witness arising from his/her duties at the Hospital shall be entitled to receive from the Employer the difference in pay between the witness fee received and what he/she would have received from the Employer computed at straight time for the time necessarily and actually spent as a witness during the hours he/she is scheduled to work. He/she shall provide proof of hours engaged as a witness and proof of payment therefor.

ARTICLE 27 - PAY FOR EDUCATIONAL COURSES

- 27:01 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.

ARTICLE 28 - MINIMUM ALLOWANCE

- 28:01 An employee scheduled to work and so reporting shall be assigned work for at least half of the hours scheduled, or will be paid at his/her regular straight time hourly rate of pay for a total of half of the hours scheduled, unless he/she has refused to perform any work assigned.
- 28:02 This provision shall not be applicable, if the employee, after not working on his/her immediately preceding scheduled shift, has so reported without having notified the Employer of his/her availability to work.

ARTICLE 29 - EMERGENCY WORK

- 29:01 Any employee who is called back to perform emergency work after completing his/her regular shift, and after having left the Hospital, shall be paid for a minimum of three (3) hours or the hours available prior to his/her next scheduled shift, whichever is the lesser at the rate of time and one-half, computed at the regular straight time hourly rate for the job classification.

29:02 An employee who is called in to work a seven and one-half (7½) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee and who reports to work within one (1) hour after being called and who works at least six and one-half (6½) hours of that shift will be paid for the full shift.

An employee who is called in to work an eleven and one quarter (11¼) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called and who works at least ten and one quarter (10¼) hours of that shift, will be paid for the full shift.

There is no guarantee of work.

ARTICLE 30 - STANDBY PAY

30:01 When an employee is required to be on stand-by duty, the employee shall receive two dollars and forty cents (\$2.40) per hour for each hour of stand-by, in addition to any monies received by virtue of being called in to perform work on account of the stand-by duty. However, it is understood and agreed that stand-by pay will no longer be payable when the employee is called in. The Employer will provide transportation expenses to and from the Hospital for each call-back required during the periods of stand-by.

ARTICLE 31 - JOB ASSIGNMENT

31:01 When a non-supervisory job is filled for a period of one (1) day or more any employee transferred to fill such vacancy shall receive in addition to their regular straight time hourly rate of pay the difference between the rates of pay for the two (2) jobs if the job to which the employee is transferred is of a higher rate.

ARTICLE 32 - RESPONSIBILITY ALLOWANCE

32:01 When an employee relieves in a supervisory position for the majority of the seven and one-half (7½) hour shift or more on a continuous basis which has been authorized by the Hospital, he/she shall be paid three dollars (\$3.00) for each shift so worked in such supervisory position.

ARTICLE 33 - MEALS

33:01 Each employee shall be allowed thirty (30) minutes for meals on his/her own time, whenever practicable. Meals *must* be eaten in the room or space provided by the Employer, unless special permission is obtained otherwise by the individual employee.

Operating Room Technician Meal Allowance

33:02 An employee working in the operating room will be granted a meal allowance of five dollars (\$5.00) if called upon to work two (2) hours of overtime.

ARTICLE 34 - UNIFORMS

34:01 Effective July 1, 1999, where the Employer requires employees to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Employer and the Employer shall either supply and launder the uniforms or provide a uniform allowance of four and one-half cents (4½¢) per hour paid to each employee required to wear a uniform.

Effective April 1, 2001, where the Employer requires employees to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Employer and the Employer shall either supply and launder the uniforms or provide a uniform allowance of five cents (5¢) per hour paid to each employee required to wear a uniform.

34:02 Where an employee is required to wear safety footwear in compliance with the Occupational Health and Safety Act, such footwear shall be paid for by the Employer up to the sum of seventy dollars (\$70.00) per 1650 hours worked. The employer shall make the effort to have a safety footwear representative visit the jobsite for fitting of footwear. The employee will submit the receipt for reimbursement. It shall be the responsibility of the employee to keep such footwear in good condition and it is understood that the footwear is to be used during the course of employee's duties at work only. In the event that the footwear is damaged, during the normal course of the employee's duties, to the extent that is not repairable, then the Employer shall replace such footwear at the Employer's expense.

ARTICLE 35 - BENEFITS ALLOWANCE

35:01 An employee shall receive in lieu of health and welfare benefits, holiday pay and income protection, a premium of thirteen percent (13%) of his/her regular straight time hourly rate for each hour worked. Article 20 deals with employees working on a Paid Holiday and is in addition to this article.

For greater certainty it is agreed and understood that this premium in lieu of benefits shall not be included in any hourly or other rate on which a multiple of time and one-half or any other multiple is applied for purposes of computing overtime worked, work performed on a Hospital Holiday or otherwise.

ARTICLE 36 - PREMIUM PAYMENTS- DUPLICATION AND PYRAMIDING

36:01 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

ARTICLE 37 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

37:01 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 and illness.

- 37:02 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.
- 37:03 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.
- 37:04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 37:05 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.
- 37:06 Any representative appointed or selected in accordance with 37:02 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 Accident Prevention - 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.
- 37:07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 38 - JOB CLASSIFICATION AND RATES

- 38:01 Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classification and minimum and maximum rates of pay for all employees, subject to the provisions of this Agreement.
- 38:02 A job classification will not be changed for the purpose of evading payment of the minimum rates herein set out, but in the event of necessity and after consultation with the Union, the right is reserved to the Employer to create new classifications or to abolish or otherwise vary present classifications and to fix rates accordingly.
- 38:03 If there are new classifications created, old classifications varied or abolished, involving the fixing of rates, the same shall be subject to the right of the Union to file a Policy Grievance with respect to such rate, within fourteen (14) days of notification thereof to the Union.

ARTICLE 39 - TRANSFER OF SERVICE CREDITS

- 39:01 A full time employee who transfers to the part time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the

full time bargaining unit for the purpose of progression on the wage scale (provided that as a part time employee, the employee is entitled to progress along the wage scale) according to the formula:

1650 hours worked = one (1) year of service.

39:02 A full time employee who transfers to the part time bargaining unit shall be given credit for service accumulated in the full time bargaining unit for the purpose of progression on the vacation pay scale (provided that as a part time employee, the employee is entitled to progress along the vacation pay scale) according to the formula established for progression on the vacation pay scale.

39:03 A full time employee who transfers to the part time bargaining unit to work in another classification will be placed on the wage grid in accordance with the provisions of the Agreement dealing with transfer and promotion.

GENERAL

ARTICLE 40 - ACCESS TO PERSONAL FILE

40:01 An employee shall, upon written request made a reasonable time before the time of viewing, have an opportunity to view his/her personal file in the presence of the Director of Personnel or his/her designate. The information the employee may review will be:

- (i) application form;
- (ii) written evaluations;
- (iii) formal disciplinary notations;
- (iv) incident reports.

ARTICLE 41 - BULLETIN BOARDS

41:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 42 - DEFINITION OF A DAY WORKED

42:01 For purposes of this Agreement in the case of shift work, a day worked shall be deemed to be the day on which employment began.

ARTICLE 43 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

43:01 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.

ARTICLE 44 - DEROGATORY NOTATIONS

44:01 Derogatory notations against the conduct record of any employee more than 3000 worked hours from the date of such notation will not be considered as forming part of the conduct record of the employee. It is understood and agreed that on written request an employee shall have the right to view his/her conduct record.

ARTICLE 45 - RETROACTIVITY

45:01 The first year wage increase shall be effective as and from April 1, 1999, on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have a period of sixty (60) days only from the date of the mailing of the notice in which to claim from the Hospital any adjustment to their remuneration. The retroactive payments shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of ratification or release of the award to the parties as the case may be.

ARTICLE 46 - TECHNOLOGICAL CHANGE

46:01 The Hospital undertakes to notify the Union in advance, so far as practicable of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. 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 or more years of continuous service who are subject to a 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.

ARTICLE 47 - CONTRACTING OUT

47:01 The Hospital shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out, other than casual employees, a layoff of any employees follows. 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.

The Hospital undertakes to notify the Union in advance, so far as practicable of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. 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 or more years of continuous service who are subject to a 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.

ARTICLE 48 - DURATION

48:01 This Agreement shall remain in effect until and including March 31, 2002 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

48:02 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 date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Agreement.

Originally DATED at St. Thomas this 24th day of June, 1999.

DATED at St. Thomas this 21st day of December 1999.

**ST. THOMAS-ELGIN
GENERAL HOSPITAL**

M. Bedek

[Signature]

[Signature]

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 220**

R. [Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220**

This letter will confirm a number of understandings arrived at during out negotiations for the collective agreement expiring March 31, 1993.

1. In regards to the new Weekend Premium provision, it is agreed that an employee may receive both a shift premium as well as a weekend premium for the same hours where he/she meets the criteria for each premium under the agreement and this would not constitute "pyramiding" under the agreement.
2. In regards to the new provision dealing with Daylight Savings Time and Standard Time, it is understood that the reference to "regular straight time hourly rate" does not preclude an employee from receiving a premium under the agreement that he/she qualifies for with the exception of overtime premium.

Originally DATED in St. Thomas, Ontario this 4th day of August, 1994.
DATED in St. Thomas this 21st day of December 1999.

**ST. THOMAS-ELGIN
GENERAL HOSPITAL**

M. Bede

[Signature]

[Signature]

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 220**

R. Jacques

G. Brundwell

Bonnie Brown

SUPPLEMENTARY AGREEMENT

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

St. Thomas, Ontario

(hereinafter called the "Employer")

OF THE ONE PART

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 220**

(hereinafter called the "Union")

OF THE OTHER PART

WHEREAS the parties hereto have entered into a Collective Agreement effective the 1st day of April 1981;

AND WHEREAS the Union is the bargaining agent for a bargaining unit of employees referred to in a certain Certificate issued by the Ontario Labour Relations Board on the 13th day of July 1970;

AND WHEREAS the employees referred to in the said Certificate were, at the date of the Certificate, employed by Golden Acres Ambulance Services Limited;

AND WHEREAS the parties have mutually agreed to extend the terms of the above recited Collective Agreement, except as hereinafter provided, to the employees in the bargaining unit described in the said Certificate, thereby including the said employees in the St. Thomas-Elgin General Hospital bargaining unit;

AND WHEREAS the bargaining unit employees formerly employed by Golden Acres Ambulance Services Limited, now employed by the Employer, are classified as "Paramedics" for the purposes of the said Collective Agreement and are hereinafter referred to in this Agreement as Paramedics;

NOW THEREFORE this Agreement witnesseth that, in consideration of the mutual covenants of the parties, it is understood and agreed as follows:

1. Except as hereinafter provided, the terms and conditions of the Collective Agreement effective the 1st day of April 1999, between the parties hereto, shall extend to and be binding upon the employees in the bargaining unit described in the said Certificate.

2. Article 18 - Supervisors Working - shall be amended by adding the following new provision as follows:

18:03 Supervisors of Paramedics may be scheduled by the Employer for stand-by duty and may, in addition to cases of emergency and the instruction of employees, perform work which is normally performed by those under their supervision for the purpose of evaluating employees.

3. Equitable Assignment - "Shifts and stand-by duty shall be assigned as equitably as is practicable."

4. Each Paramedic who is required to be away during normal meal hours shall be paid a meal allowance not to exceed \$5.00 per meal. The meal allowance will only be paid if the Paramedics cannot return back to the Hospital during normal cafeteria hours.

5. Article 34 - Uniforms

The Employer agrees to make available two (2) shirts and a pair of pants. The clothing shall be and remain the property of the Employer, clothing which, in the opinion of the Employer, is worn out shall be returned to the Employer before being replaced. Upon termination of employment, all clothing provided by the Employer shall be returned to the Employer. For greater clarity, the uniform allowance is not payable to the Paramedics.

6. Where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his/her regularly scheduled day off, the Hospital will pay for hours in attendance at court.

Originally DATED in St. Thomas this 30th day of April 1999.
DATED in St. Thomas this 21st day of December 1999.

ST. THOMAS-ELGIN
GENERAL HOSPITAL

M. Zedeck

[Signature]

[Signature]

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 220

R. Jacques

J. Brantwell

Bonnie Brown

LETTER OF UNDERSTANDING

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

-AND-

LONDON & DISTRICT SERVICE WORKERS UNION, LOCAL 220

1. The parties agree that effective January 1999 and subject to the necessary approvals being obtained pursuant to the Employment Standards Act of Ontario, extended shifts will be introduced for the following classifications, Electrician, Plumber, Painter and Carpenter, in the Engineering Services Department. Maintenance Mechanic - HVAC AJ
M.B.
2. This will be for a trial period of six months, provided that eighty per cent (80%) of the full time employees in each classification, vote in favour of implementing extended shifts by a secret ballot vote. The vote will take place prior to the implementation of the trial period. It will be decided at the end of the six months to continue on with the extended shifts. If decided to continue the terms and conditions of this agreement will remain in effect.
3. The purpose of the understanding is two fold. The first is to deal with issues that are not addressed in the collective agreement as a result of extended shifts. It is not the intention to have a better arrangement than what is in the collective agreement. The second is to submit the document to the Ministry of Labour for approval under the Employment Standards Act of Ontario.
4. The extended shifts will consist of ten (10) hours of paid work time and 1/2 hour unpaid meal break. Paid break periods will total 40 minutes for a ten hour shift. 20 minutes in the first half of the shift and 20 minutes in the second half of the shift.
5. There schedule will consist of working 3 extended hours and 1 regular hour per week. It is understood that the schedule may need to change to meet the hospital expectations. Changes to work schedule will not result in overtime unless it is over 37.5 hours in the week.
6. **OVERTIME CONDITIONS**
 - Any hours worked in excess of ten (10) hours per day or in excess of an average of thirty seven and one-half (37 1/2) per week over the scheduling period, and authorized by a Department Head as an emergency, will be counted as overtime worked and will be paid for at the rate of time and one-half their regular straight time hourly rate of pay.

SCHEDULE "A"

JOB CLASSIFICATION AND RATES OF PAY - EFFECTIVE APRIL 1, 1999					
PART TIME					
CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.	24 MO.
RPN	17.212	17.308	17.380	17.456	
NURSING ASSISTANT, NON-REG (CSR)	15.577	15.655	15.729	15.823	
NURSING ASSISTANT, NON-REG (CCC)	15.577	15.655	15.729	15.823	
HEALTH CARE AIDE (CCC)	15.577	15.655	15.743	15.823	
ORDERLY	15.515	15.593	15.686	15.761	
ORTHOPAEDIC TECH REG.	15.863	15.941	16.034	16.101	
ORTHOPAEDIC TECH NON REG.	15.528	15.606	15.699	15.775	
O. R. TECHNICIAN	17.212	17.308	17.380	17.456	
PHARMACY HELPER	15.577	15.655	15.729	15.823	
PHYSIO/OT AIDE	15.577	15.655	15.729	15.823	
CLEANER HEAVY	14.856	14.933	15.011		
CLEANER LIGHT	14.856	14.933	15.011		
DIETARY AIDE	14.856	14.933	15.011		
DISH MACHINE OPERATOR	14.856	14.933	15.011		
SPECIAL DIET KITCHEN WORKER	14.856	14.933	15.011		
PASTRY COOK, CERTIFIED	15.667	15.746	15.823		
PASTRY COOK, NON CERT.	15.264	15.342	15.419		
COOK I, CERTIFIED	15.716	15.795	15.876		
COOK 1, NON CERTIFIED	15.309	15.388	15.467		
COOK 2	14.856	14.933	15.011		
COOK 3	14.856	14.933	15.011		
ENGINEER. 3RD CLASS	18.382	18.635			
PAINTER	16.854	17.028	17.184		
MAINTENANCE PERSON	16.871	17.038	17.187		
MAINTENANCE MECHANIC 2	17.907	18.148			
MAINTENANCE MECHANIC/HVAC	17.907	18.148			
GROUNDSPERSON	16.403	16.503	16.603		
CARPENTER	17.907	18.148			
ELECTRICIAN	18.309	18.554			
PLUMBER	18.309	18.554			
TRUCK DRIVER	15.543	15.639	15.716		
MAINTENANCE HELPER	15.356	15.433	15.511		
STORESPERSON	14.957	15.036	15.127		
PARAMEDIC, EMCA	18.844	19.218	19.602		19.985
PARAMEDIC, NON-EMCA	16.195	16.568	16.952		17.336
NON-EMCA	16.195	16.568			

CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.	24 MO.
RPN	17.762	17.858	17.930	18.006	
NURSING ASSISTANT, NON-REG (CSR)	15.827	15.905	15.979	16.073	
NURSING ASSISTANT, NON-REG (CCC)	15.827	15.905	15.979	16.073	
HEALTH CARE AIDE (CCC)	15.827	15.905	15.993	16.073	
ORDERLY	15.765	15.843	15.936	16.011	
ORTHOPAEDIC TECH REG.	16.113	16.191	16.284	16.351	
ORTHOPAEDIC TECH NON REG.	15.778	15.856	15.949	16.025	
O. R. TECHNICIAN	17.762	17.858	17.930	18.006	
PHARMACY HELPER	15.827	15.905	15.979	16.073	
PHYSIO/OT AIDE	15.827	15.905	15.979	16.073	
CLEANER HEAVY	15.106	15.183	15.261		
CLEANER LIGHT	15.106	15.183	15.261		
DIETARY AIDE	15.106	15.183	15.261		
DISH MACHINE OPERATOR	15.106	15.183	15.261		
SPECIAL DIET KITCHEN WORKER	15.106	15.183	15.261		
PASTRY COOK, CERTIFIED	15.917	15.996	16.073		
PASTRY COOK, NON CERT.	15.514	15.592	15.669		
COOK I. CERTIFIED	15.966	16.045	16.126		
COOK 1, NON CERTIFIED	15.559	15.638	15.717		
COOK 2	15.106	15.183	15.261		
COOK 3	15.106	15.183	15.261		
ENGINEER, 3RD CLASS	18.832	19.085			
PAINTER	17.104	17.278	17.434		
MAINTENANCE PERSON	17.121	17.288	17.437		
MAINTENANCE MECHANIC 2	18.457	18.698			
MAINTENANCE MECHANIC/HVAC	18.457	18.698			
GROUNDSPERSON	16.653	16.753	16.853		
CARPENTER	18.457	18.698			
ELECTRICIAN	18.859	19.104			
PLUMBER	18.859	19.104			
TRUCK DRIVER	15.793	15.889	15.966		
MAINTENANCE HELPER	15.606	15.683	15.761		
STORESPERSON	15.207	15.286	15.377		
PARAMEDIC, EMCA	19.094	19.468	19.852		20.235
PARAMEDIC, NON-EMCA	16.445	16.818	17.202		17.586
NON-EMCA	16.445	16.818			

CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.	24 MO.
RPN	18.012	18.108	18.180	18.256	
NURSING ASSISTANT, NON-REG (CSR)	16.077	16.155	16.229	16.323	
NURSING ASSISTANT, NON-REG (CCC)	16.077	16.155	16.229	16.323	
HEALTH CARE AIDE (CCC)	16.077	16.155	16.243	16.323	
ORDERLY	16.015	16.093	16.186	16.261	
ORTHOPAEDIC TECH REG.	16.363	16.441	16.534	16.601	
ORTHOPAEDIC TECH NON REG.	16.028	16.106	16.199	16.275	
O. R. TECHNICIAN	18.012	18.108	18.180	18.256	
PHARMACY HELPER	16.077	16.155	16.229	16.323	
PHYSIO/OT AIDE	16.077	16.155	16.229	16.323	
CLEANER HEAVY	15.356	15.433	15.511		
CLEANER LIGHT	15.356	15.433	15.511		
DIETARY AIDE	15.356	15.433	15.511		
DISH MACHINE OPERATOR	15.356	15.433	15.511		
SPECIAL DIET KITCHEN WORKER	15.356	15.433	15.511		
PASTRY COOK. CERTIFIED	16.167	16.246	16.323		
PASTRY COOK, NON CERT.	15.764	15.842	15.919		
COOK I, CERTIFIED	16.216	16.295	16.376		
COOK 1, NON CERTIFIED	15.809	15.888	15.967		
COOK 2	15.356	15.433	15.511		
COOK3	15.356	15.433	15.511		
ENGINEER, 3RD CLASS	19.232	19.485			
PAINTER	17.354	17.528	17.684		
MAINTENANCE PERSON	17.371	17.538	17.687		
MAINTENANCE MECHANIC 2	19.007	19.248			
MAINTENANCE MECHANIC/HVAC	19.007	19.248			
GROUNDSPERSON	16.903	17.003	17.103		
CARPENTER	19.007	19.248			
ELECTRICIAN	19.409	19.654			
PLUMBER	19.409	19.654			
TRUCK DRIVER	16.043	16.139	16.216		
MAINTENANCE HELPER	15.856	15.933	16.011		
STORESPERSON	15.457	15.536	15.627		
PARAMEDIC, EMCA	19.344	19.718	20.102		20.485
PARAMEDIC. NON-EMCA	16.695	17.068	17.452		17.836
NON-EMCA	16.695	17.068			

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