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No. OF EMPLOYEES	12
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COLLECTIVE AGREEMENT

BETWEEN:

SAUGEEN MEMORIAL HOSPITAL

- and -

**SERVICE EMPLOYEES' UNION
LOCAL 210**

OFFICE & CLERICAL UNIT

Expiry: March 31, 1996

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FOREWORD

This Agreement resulting from Collective Bargaining between Saugeen Memorial Hospital - ~~office~~ and Clerical Unit, and Service Employees' Union, Local 210, affiliated with Service Employees' International Union, AFL-CIO, CLC, is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Stewards or Union representatives concerning any matter pertaining to the provisions of this Agreement.

SCHOLARSHIPS

In 1962 our International Union established a programme which offers ten four-year scholarships of \$750 a year to our members and children of members. In addition, Local 210 has established a scholarship of \$500 per year up to four years in the name of ANTHONY BORG, our former President. These awards are made each year. For further details contact the Union Office.

WINDSOR 3935 Tecumseh Road East, WINDSOR, N8W 1J4

OFFICE: Telephone: (519)944-2217

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Kenneth W. Brown,
President

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This Agreement entered into as of this 26 day of October, 1995

BETWEEN:

**Saugeen Memorial Hospital
Southampton, Ontario
(hereinafter *called* the "Employer")**

**Service Employees Union, Local 210
Affiliated with Service Employees
International Union, AFL
(hereinafter *called* the "Union")**

OFFICE AND CLERICAL UNIT

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to provide for orderly collective bargaining ~~relations~~ between ~~the~~ Employer and its employees and to provide an amicable method for settling differences or grievances which might arise from time to time, and to set forth the mutually satisfactory working conditions, hours and wages hereinafter provided ~~for~~ employees who are covered by this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all matters properly arising under this Agreement for all office and clerical employees save and except Supervisors, persons above ~~the~~ rank of Supervisor, Secretary to the Administrator and the Secretary to the Director of Nursing.

2.02 The term employee or employees shall mean any or all of the employees in the bargaining unit as defined above ~~unless~~ otherwise provided. The masculine pronoun shall include the feminine pronoun where the context so requires.

2.03 The Employer undertakes that it will not enter into any other Agreement or Contract with the employees within the bargaining unit either individually or collectively which will conflict with the provisions of this Agreement.

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

2.05 The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision.

2.06 Definitions

- a) A part time employee is one who regularly works less than thirty-seven and one-half (37 1/2) hours per week and who makes a commitment to be available on a predetermined basis.
- b) Subject to Article 15.04, a part time employee's commitment to be available for work on a predetermined basis shall be as follows:
 - i) available to work two (2) weekends out of three (3);
 - ii) available to work two (2) of the three (3) shifts;
 - iii) available to work as scheduled over either the Christmas or New Year's period;
 - iv) available to work at least two (2) hours per week.

ARTICLE 3- NEGOTIATING COMMITTEE AND STEWARDS

3.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of three (3) employees of the Hospital. The Negotiating Committee members may be either full time or part time employees and the Committee will deal with any matter which properly arises for its consideration.

3.02 The Employer also acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of three (3) stewards, one (1) of which shall be the Chief Steward. The grievance committee members may be either full time or part time employees and they shall assist the employees in presenting their grievances to the Employer.

3.03 The Union acknowledges that the stewards and members of the Negotiating and Grievance Committees have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate Supervisor. Permission from the Supervisor shall not be unreasonably withheld. In accordance with this understanding, two (2) of such employees shall not suffer any loss of pay while negotiating the Agreement or dealing with grievances up to but not including Arbitration. This does not apply to time spent on such matters outside of regular working hours.

3.04 The Union will inform the Employer, in writing, of the names of the Union Committees and of any changes of same.

ARTICLE 4 - UNION MANAGEMENT COMMITTEE

4.01 The Parties hereto, recognizing that the closest measure of cooperation should exist between them, do hereby agree to institute a Union Management Committee composed of three (3) members (two (2) of whom shall be paid by the Employer) from either the Negotiating Committee or the Grievance Committee and Staff Representatives of Management. The Union Business Manager may be included at the request of either party. A written agenda will be submitted by the Party requesting such conference and will list matters which are to be discussed. The agenda will be submitted to the other party at least three (3) days prior to the proposed conference. The Employer agrees to submit a copy of the minutes with respect to the matters dealt with at these conferences to the Union office within two (2) weeks following any such conference.

ARTICLE 5- MANAGEMENT RIGHTS

5.01 The Union acknowledges that, subject to the provisions of this Agreement, it is exclusively the function of the Employer to:

- a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, (which rules and regulations are primarily designed to safeguard the interests of the patients of the Hospital);
- b) hire, discharge, demote, direct, transfer, layoff, promote, suspend or otherwise discipline employees provided that a claim of unjust promotion, demotion, direction, transfer or layoff or a claim that an employee has been discharged or disciplined

without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- c) **generally** to manage and operate in all respects the **Saugeen Memorial Hospital** in a manner **consistent** with the obligations of the Hospital to the general public in the **community served**.

ARTICLE 6 - PROBATIONARY EMPLOYEES AND UNION INTERVIEWS

6.01 During the period of this Agreement, the Employer agrees to furnish the Union with a written list of all employees hired, rehired, reinstated or transferred within the bargaining unit not later than sixty (60) working days following the beginning of their employment in the unit ~~or~~ upon the completion of the probationary period, whichever is the latter. Such list shall include date of employment within the unit, classification and where applicable, the date of termination of employment.

6.02 Newly hired or rehired employees shall be considered probationary employees for a period of **fifty (50)** days worked with the Hospital. The **dismissal** of a probationary employee shall not be subject to the grievance and arbitration procedures of this Agreement.

6.03 After completion of ~~the~~ probationary period, ~~such~~ employees shall be considered permanent employees ~~of the Employer~~ and shall appear ~~on~~ the seniority list as of the date of employment. A part time employee ~~on~~ completing **1500** hours worked shall be credited with one (1) year's seniority.

6.04 It is agreed that upon commencement of employment, new employees shall be advised by a representative ~~of the~~ Employer of the existence of the Union and of the conditions surrounding their employment as contained in this Collective Agreement.

6.05 The Employer agrees *that* a member of the Union Committee may interview each **employee** after ~~the~~ completion of his probationary period for the purpose of ascertaining whether the employee wishes to become a member of the Union, and further agrees to designate the time and place for such interview. Such interview shall take place on the Employer's premises and shall not exceed ten (10) minutes in duration ~~for each~~ **employee**.

ARTICLE 7 - UNION MEMBERSHIP AND CHECK-OFF

7.01 The Employer shall deduct from each employee within the bargaining unit who has completed the probationary period, from the first pay of each calendar month thereafter, the monthly dues as are levied by the Union on its members.

7.02 It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to such deductions in the following form:

SERVICE EMPLOYEES UNION, LOCAL 210
CHECK-OFF CARD

Name: Date:

I hereby authorize the **Saugeen Memorial Hospital** to deduct from ~~my~~ first pay, and from the pay due me each calendar month for the duration of and as a condition of my employment, ~~the~~ sum of the monthly dues as certified by the Service Employees Union, Local 210, **AFL-CIO, CLC**, and to pay the sum deducted to a designated official of the said Union. I further authorize my Employer to deduct an additional sum of **\$1.00** as Welfare Assessment from my first pay in the month of September of each year.

Witness: Signature:

7.03 The amount of such dues shall be certified to the Employer by an authorized officer of the Union.

7.04 The dues deducted from all employees within the bargaining unit, together with a record of ~~those~~ from whose pay deductions have been made in accordance with section 7.01 above, shall be remitted by the Employer to the Union not later than the 18th day of each month following the deduction. Such record shall include the names of employees from whom deductions were not made for any reason.

7.05 No person shall lose his job as a result of denial of Union membership or expulsion from the Union, except by reason of his failure to pay the monthly Union dues uniformly levied in accordance with section 7.01 above.

7.06 The Union will save ~~the Employer~~ harmless from any and all claims which may be made by employees for amounts deducted from pay as herein provided.

7.07 The Employer agrees to indicate the amount of Union dues deducted on the employee's annual T-4 slip.

ARTICLE 8 -GRIEVANCE AND ARBITRATION PROCEDURES

8.01 A grievance is defined as any difference between the Parties arising from the interpretation, application, administration or an alleged violation of this Agreement.

8.02 It is the mutual desire of the Parties that any complaint shall be resolved as promptly as possible. It is understood that an employee has no grievance unless, within five (5) working days of the occurrence of the matter complained of, or if absent on vacation, sick, or on approved leave of absence when the matter first arose, within five (5) working days of his return, he has first discussed his complaint with his immediate Supervisor without the matter being resolved.

8.03 If the complaint has not then been settled to the satisfaction of the employee, an earnest effort shall then be made to settle such difference without undue delay, in the following manner.

8.04 STEP 1 - In the first instance, an employee accompanied if he so wishes by his departmental Union Steward, shall take up any such grievance in writing directly with his immediate Supervisor provided that he does so within five (5) working days of the date on which he first discussed the matter with the said Supervisor. The nature of the grievance and the remedy sought shall be set out in the grievance. The Supervisor will give his decision in writing within four (4) working days.

8.05 STEP 2 - If not then settled the grievance may within a further five (5) working days be submitted in writing by the Grievance Committee to the Administrator or his representative to be dealt with at a meeting with Management to be held within five (5) working days of the submission. At this meeting the Union Business Manager or his nominee may be present if requested by either party. The decision of the Employer, or of the Union Committee in the case of an Employer grievance, shall be given in writing within five (5) working days after the meeting at which it was discussed.

8.06 GROUP GRIEVANCE- Within ten (10) working days of the event upon which the grievance is based, the Employer or the Union may submit a grievance in writing to the

other, alleging a violation of a term of this Agreement. The nature of the grievance and the remedy sought shall be set out in the grievance. The matter shall be dealt with as at Step 2 of the Grievance Procedure. No grievance shall be submitted by the Union under this provision unless it involves three (3) or more employees, provided that the matter has first been discussed with the Supervisor concerned.

8.07 POLICY GRIEVANCE - The Union w Management may submit a grievance to the other party alleging a violation or misinterpretation of the terms of this Agreement at Step 2 of the grievance procedure.

8.08 If a grievance is not submitted within the time limit provided under this Article it shall be abandoned.

8.09 DISCHARGE AND DISCIPLINE CASES

- a) A claim by an employee who has attained seniority that he has been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within five (5) days after the employee is notified of his discharge or discipline or within five (5) days after the employee ceases to work for the Employer, whichever is the earlier. All such cases shall be taken up within five (5) days and disposed of within ten (10) days of the date the employee is notified of his discharge or discipline, except where a case is taken to arbitration. The Arbitration Board shall make such decision as it may in the circumstances deem just and equitable and may confirm, vary or set aside any such penalty or discipline imposed by the Employer relating to the grievance then before it.
- b) At the time that formal discipline is imposed, an employee shall have the right, upon request, to have a steward present, provided a steward is on site. At the time of suspension or discharge, the employee shall be informed of such right in advance.

8.10 ARBITRATION - Failing settlement under the grievance procedure of any difference between the parties arising from the interpretation, application, administration w an alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either party may, within five (5) working days following the reply in the final step of the grievance procedure set out in this Article, submit such grievance to arbitration as set out hereunder.

8.11 The notice shall be in writing addressed to the ~~other~~ party and shall contain the name of the first party's appointee to the Board of Arbitration.

8.12 Within ten (10) days thereafter the recipient of the notice shall inform the other party of the name of its appointee to the Board.

8.13 The ~~two~~ (2) appointees shall, within ten (10) days of the appointment of the second of them, select a third person who shall be the Chairman. If the ~~two~~ (2) parties fail to agree upon a Chairman within the time prescribed, either party may request the Ontario Labour-Management Arbitration Commission to appoint a Chairman.

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

8.15 The Board of Arbitration shall not have jurisdiction to amend or to add to any of ~~the provisions~~ of this agreement or to substitute any new provisions in lieu of an existing provision or to give any decision inconsistent with the terms and provisions of this Agreement.

8.16 No matter may be submitted to arbitration which has not been properly ~~carried~~ through the prescribed steps of the Grievance Procedure.

8.17 The written decision of the majority of ~~the~~ Board of Arbitration or, if there is no majority, of the Chairman, shall be final and binding upon the Employer, the Union and the employee or employees concerned.

8.18 Each of the parties shall bear the expense of the member appointed by it and ~~each of them shall pay one-half (1/2) of the~~ remuneration and expenses of the Chairman.

8.19 Upon mutual agreement of the Parties in writing, a single Arbitrator may be substituted for a Board of Arbitration; in such a case, all of the other provisions of this Article shall continue to apply as with a Board of Arbitration.

8.20 At any stage of the grievance or arbitration procedure the parties may have the assistance of any necessary witness.

8.21 Any ~~or all of~~ the timelimits prescribed in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 9 - STRIKES AND LOCKOUTS

9.01 The Employer shall not cause or direct any lockout of its employees and the Union shall not ~~cause, direct or consent~~ to any strike or other collective action by its members which will stop, curtail or interfere with the operation of the Hospital. If such action should be taken by the employees, the Union shall use its best endeavours to ensure an immediate return to work and to the performance of their usual duties by the employees. In this Article the definition of the words "strike" and "lockout" shall be those set out in the Labour Relations Act, R.S.O. 1970, Chapter 232, as amended from time to time.

ARTICLE 10 - SENIORITY

10.01 Seniority rights of employees shall be established ~~after~~ completion of the probationary period as defined in Article 6.

10.02 Hospital-wide seniority shall be defined as length of service with the Employer from ~~the~~ date of employment.

10.03 In the event that a new classification is created the Employer agrees that the Hospital Administrator and the President of the Union shall meet to discuss the ~~job content~~ and the wage rate for such classification not later than thirty (30) days ~~after~~ it is implemented. If the wage rate is not resolved a grievance may be filed at Step 2 ~~of~~ the grievance procedure, and processed in ~~the~~ normal manner. Job descriptions will be made available to employees and the employees will be informed of any changes to the job description.

10.04 Hospital wide seniority lists shall be posted every ~~six~~ (6) months namely on the 15th day of May and November of each year by the Employer, where they will be accessible to the members of the Union. Copies of such seniority lists shall be mailed to ~~the~~ Union office on such dates. The Chief Steward shall be entitled to a copy of such lists.

10.05 Seniority shall be determinative in the choice of vacation periods, and time off in lieu for vacation for part time employees.

10.06 Subject to the provisions of this Agreement, the employment and seniority rights of an employee shall terminate if he:

- a) quits, resigns or retires;
- b) is discharged and is not reinstated pursuant to the provisions of the grievance procedure;
- c) is laid off or is not called upon to perform work for the Employer for a period of twenty-four (24) consecutive months;
- d) if, after being sent notice of recall by registered mail to his last address on record with the Employer he fails to notify the Employer within five (5) working days of delivery of such notice that he intends to return to work. It is the responsibility of the employee to notify the Employer of his current address;
- e) fails to return to work within five (5) working days of the delivery of such notice or at such later time as is arranged with the Employer;
- f) is absent from work without permission for three (3) consecutive working days unless a valid reason is given.

10.07 Absence because of proven illness or injury shall not result in loss of previous accumulated seniority rights for a period of twenty-four (24) months. If an employee suffers a major disability in the course of his employment, exception may be made to the provisions of this Agreement in favour of such employee by the Employer after consultations with Union Representatives.

10.08 For the purposes of application of seniority, if any, under this Agreement but not for purposes of service, earned benefits or pay (save as expressly provided otherwise in this Agreement):

- a) an employee whose status is changed from part time to full time shall receive credit for his seniority on the basis of one (1) year for each 1500 hours worked.
- b) an employee whose status is changed from full time to part time shall receive credit for his seniority on the basis of 1500 hours worked for each year of full time seniority.

ARTICLE 11 - LAY-OFF AND RECALL

11.01 a) Union - In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will;

a) provide the Union with **no** less than three (3) months notice of such layoff and;

b) meet with **the** Union to review the following:

i) the reasons causing the layoff;

ii) the service which the Hospital will undertake after the layoffs;

iii) the method of implementation including the areas of cut back and the employees to be laid off.

b) Employees - The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off, for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule:

Up to 1 year of service 1 week's notice

1 year but less than 3 years' service... 2 weeks' notice

3 years' service 3 weeks' notice

4 years' service 4 weeks' notice

5 years' service 5 weeks' notice

6 years' service 6 weeks' notice

7 years' service 7 weeks' notice

8 years' service 8 weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

11.02 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 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 classification in the bargaining unit if the employee

- originally subject to layoff can perform the duties of the classification without training other than orientation. Such employees so displaced shall be laid off.
- iii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the **layoff**.

11.03 Where the Employer finds the ability required to perform the available work is equivalent among employees in different classifications, it will observe their bargaining unit-wide seniority in making layoffs and recalls from layoff.

11.04 An employee shall be recalled from a layoff to available openings before such opening is filled on a regular basis under a job posting procedure. Such recall shall be on the basis of his seniority provided he then has the ability to perform the work.

11.05 In determining the ability of an employee to perform the work for the purposes of Paragraphs 11.03, 11.04 and 11.05 above, the Employer shall not act in an arbitrary or unfair manner.

11.06 No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with 11.07 below, or have been found unable to perform the work available.

11.07 it is the sole responsibility of the employee who has been laid off to notify the Employer 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 Employer (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 Employer.

11.08 Where the employee fails to notify the Employer or to return to work in accordance with the provisions of Paragraph 11.07, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

11.09 In the event that a layoff commences 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.

ARTICLE 12 - JOB POSTINGS AND TRANSFERS

12.01 In order to ensure that seniority employees are given the opportunity of applying for transfers and promotions, the Employer agrees to comply with the following procedures;

- a) Employees may bid for vacancies, in the bargaining unit, which they feel capable of performing. The posting shall be limited to the original vacancy and to the vacancy which results from the filling of the original vacancy each time. The original vacancy shall be posted on bulletin boards where all employees may see it and shall remain posted for seven (7) calendar days. The subsequent vacancy referred to above shall be posted for two (2) calendar days. The Chief Steward shall be informed of all such applications. Vacant positions may be filled at the Employer's discretion on a temporary basis until the selection procedure is completed or for a longer period of time as agreed by the parties.
- b) Employees with seniority shall have the right to bid on such vacancies and applications will be considered on the basis of seniority and ability to perform the work. Should no applicant meet the required qualifications of the bid the Employer shall have the right to take whatever steps it feels necessary to fill the position. Such steps shall not be inconsistent with the provisions of the Collective Agreement.
- c) The Employer undertakes to observe the seniority of employees requesting transfers so far as it is practicable to do so, as well as their relative efficiency and suitability having in regard the operating of the Hospital. Employees wishing a transfer shall file a written request with the Administrator for consideration when the next vacancy occurs.
- d) Employees moving to a new classification as a result of a transfer or successful bid shall be on a trial period of thirty (30) days and all hospital-wide seniority rights

shall transfer with them. In the event the employees revert to their previous jobs, they shall maintain all rights and privileges of their previous department

- e) In the event of a layoff or reduction in staff occurring within the new department after such transfer, such employee, if laid off, shall be entitled to replace any other employee having the least seniority in his or her previous classification provided such employee's hospital-wide seniority is greater than that of the employee he seeks to replace.

ARTICLE 13 - HOURS OF WORK, OVERTIME & OTHER WORKING CONDITIONS

13.01 a) It is agreed that the normal and recognized working hours of full time employees within the bargaining unit shall be thirty-seven and one-half (37 1/2) hours per week. The work week shall be deemed to commence at .0001 Thursday of each week.

b) All employees within the bargaining unit shall work on a seven and one-half (7 1/2) hour day, exclusive of one-half (1/2) hour non-paid lunch period. The Employer agrees to provide suitable dining room facilities.

c) It is understood that regular hours include those required to accommodate the change from Daylight Saving to Standard Time and vice versa and to which the provisions of this clause shall not apply.

d) The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

13.02 a) The Employer shall ensure each employee two (2) weekends off in four (4) weeks. Should an employee be required to work three (3) or more weekends in succession he shall be paid at a rate of time and one-half (1 1/2) for the third and subsequent weekend worked until a weekend off is scheduled. Where an employee works a weekend or part of a weekend as overtime on a voluntary basis, such weekend shall not be counted in the above formula.

b) Employees will not be required to work more than six (6) consecutive days. Should an employee be required to work more than six (6) consecutive days he shall be

paid at the rate of time and one-half (1 1/2) for the seventh and subsequent continuing days until a day off is scheduled.

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

d) Scheduling arrangements in lieu of the above may be made upon the agreement of an employee or group of employees and the Employer.

e) The Employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the Employer results from such exchange of shifts.

f) The Hospital will endeavour to call part time employees in by seniority.

g) Part time staff will be scheduled by seniority up to the commitment as per article 2.06 (b) before scheduling more junior part time staff.

13.03 a) The Employer shall pay time and one half (1 1/2) the regular rate of pay, calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half (7 1/2) hours in anyone day, or thirty-seven and one-half (37 1/2) hours in one week averaged over a four (4) week period and for all authorized time worked before the scheduled starting time and after the scheduled finishing time. If an employee is not required to work on any holiday, such day shall count as seven and one-half (7 1/2) hours of work for the purpose of computing overtime. Employees shall not be required to take time off in lieu of overtime worked unless such time off is mutually agreeable to the Employer and the employee. Authorized work performed on an employee's scheduled days off shall be paid at the rate of time and one-half (1 1/2) where an employee scheduled to work is unable to report and a replacement is required, the full time bargaining unit employees on days off or currently working on shift.

b) The Employer shall pay time and one-half (1 1/2) regular rate of pay, calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and

one-half (7 1/2) hours in any one ~~(12)~~, or thirty-seven and one-half (37 1/2) hours in one week averaged ~~over~~ a four (4) week period.

13.04 Call-back shall not be ~~considered~~ as hours worked for the purpose of this Article.

13.05 a) Employees who ~~report~~ for work for which they are scheduled but for whom no work is available at his or her regular ~~job~~ shall be paid ~~four~~ (4) hours time at ~~his~~ or her regular rate of pay.

b) If an employee who is called in to work within one (1) hour prior to ~~the~~ commencement of a ~~shift~~ arrives at her work station within one ~~(1)~~ hour after the commencement of the ~~shift~~, such employee will be paid for the full ~~shift~~, provided she works until the completion of the ~~shift~~.

13.06 a) If an employee is required to ~~perform~~ the duties of a higher rated employee for a ~~full tour~~ or more, he or she shall be paid the rate of such higher rated employee for the full tour or more so worked.

b) Where an employee is assigned supervisory responsibilities by the Hospital for a ~~period~~ in excess of one-half of a shift, she shall receive a responsibility allowance of three dollars (\$3.00).

13.07 All employees shall be entitled to ~~two (2)~~ ~~fifteen~~ (15) minute rest periods in each seven and one-half (7 1/2) ~~hour~~ shift on the Employer's time. ~~There~~ shall be one ~~such~~ rest period in the first half of the ~~shift~~ and one in the second half of the ~~shift~~.

13.08 The employee's time schedule shall be made out for periods of at least ~~four~~ (4) weeks and such schedule shall be posted at least ~~four~~ (4) weeks in advance of the first day indicated ~~on~~ such schedule.

13.09 No employee ~~shall~~ be responsible ~~for~~ acknowledging any change in the posted schedule unless notified by ~~the~~ supervisor in charge ~~of~~ such department, at least ~~twenty-four~~ (24) hours before the date of change.

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

13.11 Where the Hospital schedules a weekend off for an employee, the Hospital shall endeavour to schedule the weekend off to commence at 3:00 p.m. In any event, all scheduled weekends off shall commence by 11:00 p.m.

13.12 The Union will be advised of changes being made to job descriptions.

ARTICLE 14 - PAID HOLIDAYS

14.01 (Applicable to full time employees only)

a) The following Statutory and Civic Holidays will be recognized as holidays on the day they are officially observed:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Canada Day	Boxing Day

In the event "Heritage Day" or some other day is proclaimed as a Statutory Holiday by the Government of the Province of Ontario, such day shall be substituted for the 2nd Monday in February.

b) In order to qualify for payment for the above named holidays an employee must work his regular scheduled working day immediately prior to and following the holiday, unless he is absent due to vacation, illness originating in the current or previous pay period in which the holiday occurs or leave of absence on Union business; all of which must be authorized by the Employer.

14.02 (Applicable to full time employees only)

If an employee is required to work on any paid holiday, he or she may elect either:

- a) pay at one and one-half (1 1/2) the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or

b) pay at the rate of time and one-half (1 1/2) the employee's regular rate of pay for work performed on such holiday and an alternative day off with pay within thirty (30) days following the holiday. The Hospital shall endeavour to grant such day off as is mutually agreed upon between the Department Head and the employee concerned.

14.03 (Applicable to full time employees only)

In the event a holiday as designated in this Article falls within an employee's vacation period or days off, the Employer shall extend the vacation period or grant an alternative day off with seven and one-half (7 1/2) hours pay.

14.04 (Applicable to full time employees only)

An employee may accumulate up to five (5) paid lieu days. Accumulated lieu days may be taken singly or consecutively at a time mutually agreed upon between the Department Head and the employee concerned. All such accumulated time shall be used by the 15th of December.

14.05 (Applicable to part time employees only)

Part time employees required to work on any of the designated holidays as set out in Article 14.01 (a) shall be paid at one and one-half (1 1/2) times his basic straight time rate of pay for all normal hours worked on such designated holiday.

ARTICLE 15 - VACATIONS (Applicable to full time employees only)

15.01 As of June 30th in each year, employees who have been in the continuous service of the Employer for a period of less than twelve (12) months shall be entitled to and shall receive the following number of days' vacation with pay:

1 months' completed service	Nil
2 months' completed service	1 Day
3 months' completed service	2 Days
4 months' completed service	3 Days
5 months' completed service	4 Days
6 months' completed service	5 Days
7 months' completed service	5 Days
8 months' completed service	6 Days
9 months' completed service	7 Days
10 months' completed service	8 Days
11 months' completed service	9 Days

15.02 As of June 30th in each year, employees in the employ of the Employer that have been in the continuous full time service of the Employer will earn vacation (calculated from date of employment) as follows:

- two (2) weeks after one (1) year of continuous service;
- three (3) weeks after two (2) years of continuous service - calculation at commencement of two (2) years;
- four (4) weeks after five (5) years of continuous service - calculation at commencement of five (5) years;
- five (5) weeks after fifteen (15) years of continuous service - calculation at commencement of twenty-five (25) years;
- six (6) weeks after twenty-five (25) years of continuous service - calculation at commencement of twenty-five (25) years.

15.03 For purposes of calculating continuous service for employees that have transferred from part time to full time, they will be given credit for continuous service based on fifteen hundred (1,500) part time hours worked equals one (1) year's full time continuous service.

15.04 For the purposes of clarity "continuous service" as it appears in this Article shall mean unbroken employment and shall include:

- 1) Approved leave of absence not exceeding one (1) month.
- 2) Absence because of illness or injury for not more than six (6) months in a twelve (12) month period.
- 3) Scheduled days off.
- 4) Vacation and Statutory Holidays.
- 5) Suspensions imposed by the Employer.

15.05 Where a lay-off occurs the employee shall not accumulate service for the time laid off in excess of one (1) month for each period of lay-off.

15.06 Requests for vacation must be submitted to the Department Head by April 1st of each year. Employees shall be granted vacation in accordance with a seniority choice. The use of seniority for vacation preference can only be exercised for vacation requests submitted by April 1st of each year.

The approved vacation schedule will be posted by April 15th.

The vacation year will be from April 1st to the following March 31st.

No more than 3 consecutive weeks' vacation shall be granted during the peak period.

Where vacation credits are not taken by March 31st, the employee will receive a cash payment for the unused vacation days.

15.07 An employee who severs his or her employment with the Hospital prior to the expiration of the Agreement, will be entitled to receive, on a pro-rata basis, vacation pay equivalent to the days to which he or she is then entitled, calculated in accordance with the terms of this Article.

15.08 Vacation pay, if requested in writing at least two (2) weeks in advance of their holiday period, shall be paid to any employee who shall make such request. All normal deductions shall also be made from such vacation pay. Such pay cheques shall be issued separately from other cheques, on request.

15.09 An employee who is hospitalized immediately prior to the commencement of his/her scheduled vacation period or during the scheduled vacation period, will have the said vacation period rescheduled to a mutually agreeable time.

ARTICLE 16 - VACATIONS - (Applicable to Part Time Employees only)

16.01 For the purposes of calculating vacation pay, the vacation period shall be from July 1st to June 30th, in the following year.

16.02 Part time Employees who have been employed during the vacation period shall receive vacation pay on the following basis:

- less than 3,000 hours worked - 4% of applicable earnings;
- more than 3,000 hours worked but less than 7,500 hours worked - 6% of applicable earnings;
- more than 7,500 hours but less than 22,500 hours worked - 8% of applicable earnings;
- more than 22,500 hours worked but less than 37,500 hours worked - 10% of applicable earnings;
- more than 37,500 hours worked - 12% of applicable earnings.

16.03 For the purpose of this Article, a year shall be deemed to be the equivalent of 1500 hours worked.

16.04 Scheduled Time Off Work - It is understood and agreed that the Hospital will grant to part time employees, in accordance with their seniority, preference in selecting personal annual leave of absence, without pay, in lieu of vacation period, but such option must be exercised without delay or be lost. Of necessity, the Hospital must reserve the final decision as to the scheduling of time off work. Time off work under this section shall be equated to the vacation period allotted to full time employees. Vacation pay shall be paid annually.

16.05 An employee who is hospitalized immediately prior to the commencement of his/her scheduled vacation period or during the scheduled vacation period, will have the said vacation period rescheduled to a mutually agreeable time.

16.06 On termination of employment, an employee will be paid in accordance with Article 16.02.

ARTICLE 17 - COMPASSIONATE LEAVE

17.01 An employee will be granted three (3) days bereavement leave, commencing with the day of death up to and including the day following the funeral, without loss of regular pay, in the case of death of the employee's:

spouse (as defined in the Family Law Reform Act), child, mother, father, guardian, stepparent, sister, brother, mother-in-law, father-in-law, grandparents, grandchild, brother-in-law, or sister-in-law.

17.02 An employee will receive one (1) scheduled working day off work with pay in the case of death of the employee's:
grandparent of spouse.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Employer may grant leave of absence without pay to an employee for legitimate personal reasons established to the satisfaction of the Employer provided the Employer is satisfied that the employee can be spared having due regard for the proper

operation of the Hospital. Any *such* leave of absence shall be requested in writing and an employee on *such* leave of absence shall retain his seniority and shall accumulate seniority for the first month of the leave. Any employee who uses any leave of absence other than for the purpose for which the leave is granted, will lose all seniority and employment unless prior permission has been received from the Employer. Requests for leave of absence shall, **except** with the consent of the Employer, be made in writing **two** (2) weeks in **advance** of the requested commencement of the leave and shall specify the desired period of the leave. **Such latter** provision shall be waived in cases of emergency.

18.02 Leave of absence without pay will be granted to not more than **two** (2) employees appointed or selected to attend such Union functions as **conventions**, seminars, and educational **classes** for periods not exceeding in the aggregate **ten** (10) work days per employee in any one (1) **calendar** year, provided that requests for such leave shall be made by the Union to the Employer not less than seven (7) **days** prior to the requested commencement of *such* leave.

18.03 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 1980, as amended.
- b) Subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, and employee on leave who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1984, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and other earnings. Such payment shall commence following completion of the **two** (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance **cheque stub** as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of **such** benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee **does** not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in receipt of deferred remuneration or

severance pay **benefits** are not reduced or increased by payments received under the plan.

- c) The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally **qualified** medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- d) The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- e) Seniority and service **will accrue** and the Hospital will continue to pay the premiums for benefit plans for **full** time employees for a period of up to seventeen (17) weeks while a full time employee is ~~on~~ pregnancy leave.
A part time employee shall accumulate service and seniority for the initial seventeen (17) weeks from the commencement of the leave while a part time employee is on pregnancy leave. Accumulation shall be on the basis of what the employee's normal regular hours of work **would have been**.
- f) The employee shall reconfirm her intention to return to work on the date originally provided to ~~the~~ Hospital in (c) above by written notification received by the Hospital at least **two** (2) weeks in advance thereof.
The 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) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

18.04 Parental Leave

- a) Parental leave **will be** granted in accordance with the provisions of the Employment Standards Act, **1980**, as amended
- b) Subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee commencing parental leave **after** such date, as provided under this Agreement, who is in receipt of Unemployment Insurance parental benefits **pursuant** to Section 20 of the Unemployment Insurance Act, **1984**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the

difference between ~~seventy-five~~ percent (75%) ~~of~~ her regular weekly earnings and ~~the sum of~~ her ~~weekly~~ unemployment insurance benefits and any other earnings. Such payment shall commence following ~~completion~~ of the ~~two~~ (2) week Unemployment Insurance waiting period, and ~~receipt~~ by the Hospital of ~~the~~ employee's Unemployment Insurance ~~cheque stub as~~ proof that she is in receipt of Unemployment Insurance parental benefits, and ~~shall~~ continue while the employee is in receipt ~~of~~ such benefits ~~for~~ a maximum period of ten (10) weeks. The employee's regular weekly earnings shall ~~be~~ determined by multiplying her regular hourly rate ~~on~~ her last day worked prior to the commencement of the leave ~~i e s~~ her normal weekly hours.

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

- c) The parental leave of an employee who takes a pregnancy leave must begin when the ~~pregnancy~~ leave ends unless the child has not yet come into the custody, care or control of a parent ~~for~~ the first time.
- d) Parental leave may begin no more than thirty-five (35) weeks after the day the child is ~~born~~ or comes into the custody, care or control of a parent ~~for~~ the first time.
- e) 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. ~~In the case~~ of an adoption, the 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.
- f) The employee shall reconfirm her intention to return to work on the date originally provided to ~~the~~ Hospital in (e) above by written notification received by ~~the~~ Hospital ~~at least two~~ (2) weeks in advance ~~thereof~~. The 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) Seniority and service will ~~accrue~~ and the Hospital will continue to pay the premium for benefit plans for full time employees ~~for~~ a period ~~of~~ up to eighteen (18) weeks while a full time employee is on parental leave.

A part time employee shall accumulate service and seniority for the initial eighteen (18) weeks from the commencement of the leave while a part time

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employee is on parental leave. Accumulation shall be ~~on~~ the basis of what the employee's normal regular hours of work would have been.

18.05 Court Attendance - If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law as a witness called on behalf of the Crown, ~~the~~ employee shall not lose regular pay because of necessary absence from work due to ~~such~~ attendance, provided that the employee:

- a) informs the Employer immediately upon being notified that the employee will be required to attend court;
- b) presents proof of service requiring the employee's attendance; and
- c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

18.06 Educational Leave - Where ~~the~~ Hospital directs and the employee agrees to take an educational course to upgrade or acquire new employment qualifications ~~such~~ employee shall not lose regular pay ~~or~~ seniority because of necessary absence from work due to participation in such course. The Hospital will reimburse the employee the approved cost of the fees and expenses for the successful completion of the course.

18.07 Pre-Paid Leave Plan - Effective April 1, 1991, the Hospital agrees to introduce a prepaid leave program, funded solely by the employee, subject to the following terms and conditions:

- a) The Plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number ~~of~~ employees that may be absent at any one time shall be one (1) from ~~the~~ combined full time and part time bargaining units. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month ~~period~~ as may be agreed upon by the employee, the Union and the Hospital.
- d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal education will be given priority.

Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospital's Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

- m) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement shall include:
- a) a statement that the employee is entering the prepaid leave program in accordance with Article 18.07 of the Collective Agreement;
 - b) the period of salary deferral and the period for which the leave is requested;
 - c) the manner in which the deferred salary is to be held.
- The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 19 - HEALTH AND WELFARE (Applicable to Full Time Employees only)

19.01 Life Insurance - The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards a average of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in *effect*.

19.02 The Employer agrees to contribute on behalf of each eligible employee covered by the Collective Agreement seventy-five percent (75%) of the present billed premium under the Blue Cross Extended Health Care Plan consisting of \$15 (single) and \$25 (family) deductible (no coinsurance) subject to the terms and conditions of such plan, provided the balance of the monthly premium is paid by the employee through payroll deduction.

The Employer agrees to pay one hundred percent (100%) of a Vision Care Plan (equivalent to \$90. maximum every twenty-four (24) months) for eligible employees, single or family coverage as requested.

The Employer agrees to pay one hundred percent (100%) of a Hearing Aide Plan (equivalent to \$500.00 lifetime maximum) for eligible employees, single or family coverage, as requested.

All eligible future employees coming into the bargaining unit shall be required to enroll as a condition of employment.

The employer agrees to pay one hundred percent (100%) of the premium to provide semi-private hospital coverage, family or single.

19.03 The Employer will make available to all full time employees the Blue Cross Dental Plan No. 9, current O.D.A. fee schedule, subject to the carrier's eligibility requirement.

The Employer will contribute ~~seventy-five~~ percent (75%) ~~of the~~ applicable billed premium provided the balance of the monthly premium is paid by the employee through payroll deduction.

19.04 The Employer agrees to **continue** to pay the said premiums on behalf of the employees who are absent because of illness or injury for a period of six (6) months unless injury is compensable in which **case** the **Employer** will continue to pay premiums on behalf of the injured employee for a period of eighteen (18) months.

19.05 The Employer may substitute another carrier for any of **the** foregoing plans provided that the level of benefits conferred are equal or superior. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

19.06 Payment in Lieu of Fringe Benefits (Applicable to Part Time Employees Only)

A part time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for **all** straight time hours paid. Any part time employee who elects to join the Hospitals of Ontario Pension Plan (H.O.O.P.P.) will have their in lieu of benefits reduced from fourteen per cent (14%) to ten per cent (10%).

ARTICLE 20 - SICK LEAVE (Applicable to full time employees only)

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

20.02 The Hospital will pay ~~seventy-five~~ percent (75%) of the billed premium towards coverage of eligible employees under ~~the long~~ term disability ~~portion~~ of the plan (**HOODIP** or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the ~~short~~ term portion of ~~the~~ disability program, employees on ~~the~~ payroll as of the effective date of the transfer with three (3)

~~months~~ or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.

20.03 Effective September 1, 1989, the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- a) supplement payment for sick leave days under the new program ~~or~~ paragraph 5 below which would otherwise be at less than full wages, and,
- b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout ~~on~~ termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
- d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital ~~on~~ account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' compensation.

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

20.05 The two (2) day penalty will apply for the fifth and subsequent periods of absence in any one (1) calendar year.

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

20.07 Unemployment Insurance Rebate - The short term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

20.08 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE 21 - WAGES

21.01 Attached hereto are Schedules "A" and "B" showing the classifications and wage rates of the employees covered by the Agreement and shift premium and standby rates. It is mutually agreed that said Schedules "A" and "B" and the contents thereof shall constitute a part of this Agreement. It is further agreed that if any new classifications within the bargaining unit are created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between the Employer and the Union, provided that the Employer may assign an interim rate pending such negotiations, and further, that the rate shall bear appropriate relationship to those in Schedules "A" and "B" having regard to job content.

21.02 The job classification mentioned in Schedule "A" shall not be changed for the purpose of evading payment of the proper wage schedule.

21.03 The regular pay days shall be every second Thursday during the term of this Agreement.



ARTICLE 22 - GENERAL

22.01 It is mutually agreed between the Employer and the Union that the expense for printing the Collective Agreement shall be shared equally by both parties.

22.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 23 - DURATION AND TERMINATION

23.01 This Agreement shall continue in effect up to and including the 31st day of March, 1996 and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the laws of the Province.

In the event that either party gives written notice to amend the Agreement within ninety (90) days prior to the expiry date, negotiations shall commence not later than fourteen (14) days after the date of such written notice.

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

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committee respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement.

It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committee referred to above.

SIGNED AT SOUTHAMPTON, ONTARIO THIS 26 DAY OF October,
1995.

SAUGEEN MEMORIAL HOSPITAL

Carl Gault
R. E. Lopez

SERVICE EMPLOYEES UNION,
LOCAL 210

Caroline DeMuss
M. Wood
Mary Cross
Constance Milnes

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP I</u>	<u>STEP II</u>
<u>Accounts/Finance/ Medical Records Clerk</u>			
March 15, 1992	\$ 13.71	\$ 13.98	\$ 14.24
March 15, 1993	13.84	14.12	14.38
<u>Medical Records Clerks</u>			
March 15, 1992	13.71	13.98	14.24
March 15, 1993	13.84	14.12	14.38
<u>Medical Records/ X-Ray Clerk</u>			
March 15, 1992	14.61	14.86	15.13
March 15, 1993	14.75	15.01	15.28
<u>Switchboard/ Receptionist</u>			
March 15, 1992	14.61	14.86	15.13
March 15, 1993	14.75	15.01	15.28
<u>Ward Clerk</u>			
March 15, 1992	14.53	14.81	15.07
March 15, 1993	14.68	14.96	15.22

SCHEDULE "B"

SHIFT PREMIUM

An employee who works a complete afternoon or night shift shall be paid a shift premium of forty-five cents (9.45) for each hour so worked.

WEEKEND PREMIUM

Effective the first pay period following ratification, an employee shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium shall be in addition to any other applicable premium.

STANDBY

An employee scheduled for standby duty for a complete shift as defined in Article 13.01 (b) shall receive standby pay in the amount of \$11.20 per shift.

Effective for the commencement of the first pay period following ratification, an employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby.

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

CALL-IN

Where employees are called back to work after having left the Hospital premises on completion of a regular shift, they shall be paid a minimum of three (3) hours at time and one-half (1 1/2) the regular straight time rate of pay. It is understood that this provision shall not apply in the case of scheduled overtime work or where employees are required to report for work immediately prior to the commencement of their regular shift.

LETTER OF UNDERSTANDING

Where an employee is required by the Hospital to attend in-service meetings or courses outside of the employee's regularly scheduled working hours, the employee shall be paid for all time spent in attendance at the in-service meetings or courses at the employee's regular straight time hourly rate of pay. It is understood that where the employee is given the option of attending such in-service meetings or courses or where the Hospital recommends that an employee attend an in-service meeting or course outside of the employee's regularly scheduled working hours, the employee shall not be paid for attendance at the course or in-service meeting.

LETTER OF UNDERSTANDING

The Hospital agrees that the use of volunteers will not be expanded to the extent that positions in the full time or part time bargaining units are lost.

LETTER OF UNDERSTANDING

All employees will attempt to schedule medical/specialist appointments outside of regular working hours. However, if this is not possible, the Employer will give consideration to employees to use their sick leave days for such days.