

SOURCE	<i>Asst</i>		
EFF.	<i>95</i>	<i>04</i>	<i>01</i>
TERM.	<i>97</i>	<i>03</i>	<i>31</i>
No. OF EMPLOYEES	<i>240</i>		
NUMBRE OF PARAGRAPHS	<i>24</i>		

BARRETT

COLLECTIVE AGREEMENT

BETWEEN:

LONDON HEALTH SCIENCES CENTRE
(Victoria Campus)

(hereinafter **called** the "Employer")

OF THE FIRST PART

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

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

(Hereinafter called The "Union")

OF THE SECOND PART

EXPIRY: MARCH 31, 1997

(PART-TIME SERVICE UNIT)

12449(01)

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ARTICLE I - SCOPE OF AGREEMENT

1.01 The Employer recognizes the Union as the sole Collective Bargaining agency of all employees of the Employer as certified by O.L.R.B. Certificate issued at Toronto on May 24, 1977

This Board doth certify London and District Service Workers' Union, Local 220, S.E.I.U., A.F.L. , C.I.O. , C.L.C. , As the Bargaining Agent of **all** employees of Victoria Hospital Corporation at London, Ontario regularly employed for not **more** than twenty-four (24) hours per week, students employed during the **school** vacation periods, persons engaged as **temporary** replacements for periods not exceeding six (6) months, persons engaged to **work** on special projects for periods of not more than **six** (6) months **and persons engaged** intermittently on call for periods not exceeding one-hundred **and** four (104) hours during **any** calendar month save and except professional medical staff, veterinarians, graduate nurses, undergraduate nurses, **Registered** Nursing Assistants, graduate pharmacists, undergraduate pharmacists, graduate dietitians, undergraduate and student dietitians, persons engaged in research **work**, **Social** Workers, technical personnel, Chief Engineer, Assistant **Chief** Engineer, Residence Director, Supervisors, Foremen, persons above the rank of Supervisor or foreman, office and clerical staff, watchmen, **security** guards, students engaged in a co-operative program **between** the employer and an education institution for periods **not** exceeding **one** (1) month, Safety Officer,

Physiotherapy Student Interns, Occupational Therapy **Student** Interns, dietetic interns, pharmacy interns, persons covered by subsisting bargaining relationships and part-time personnel regularly employed for *not more* than twenty-four (24) hours **per** week in classifications **otherwise** included in such bargaining relationships with O.N.A., Local 100; O.P.E.I.U., Local 468; and O.P.S.E.U. Respectively.

1.02

For **purposes** of clarity:

- (a) The term "Technical Personnel" includes psychometrists, audiologists, persons above the **rank** of **Assistant** Charge Technologist or Assistant Charge Technician, graduate and undergraduate Speech Therapists, Physiotherapists, Occupational Therapists **and** Psychologists and also Electroencephalographists, Electrical **Shock** Therapists, Autopsy **Masters**, Laboratory Radiological, Pathological, **Cardiological**, Inhalation Therapy, Anaesthesia and **Glaucoma** Technicians and **persons** in training to become such Technicians **and** Biomedical **Equipment** Technologists,
- (b) **The** term "office and clerical **staff**" includes Ward Clerks, Admitting **Porter Clerks**, **Information Clerks**, **Cashiers**, Mail Clerk-Messengers, Librarians, Switchboard Operators, Medical **Records Librarians**, Medical Records Technicians, Secretaries to **the** President, Senior Vice-President, Vice-president Medical Services, **Vice-President** Nursing, Director of Financial **Services**, Director of Hospital Services, **Associate** Director of Nursing, Director of Management Services, Director of Labour Relations,

Chief Accountant Senior Secretary in the Department of Psychiatry, Executive Secretary to the Board of Directors of War Memorial Children's Hospital, persons employed in a confidential capacity in **the** Nursing Administration Office, Accounting Department, Human Resources Department, Management Services Department, Assistant Supervisor in the Payroll Department.

- (c) It is understood that student Registered Nursing Assistants are not included in the Bargaining Unit.

1.03 Employees will **be** categorized at the discretion **of the** Employer in one of the following categories:

- (a) "REGULAR PART-TIME EMPLOYEE(S)" used throughout this Agreement **has** reference **to** the **Part-Time employee in the** Bargaining Unit who **has** made a written commitment to the Hospital to be available **for** work the year round, **on some** predetermined **basis as** required and determined **by** the Employer and in respect of whom there **is** predetermined scheduling.
- (b) "CASUAL PART-TIME EMPLOYEE(S)" is used to refer to an employee in the Bargaining Unit who has made a written commitment **to the** Hospital **to be** available for work on call **as** required, **The** employee **has** the right to accept or decline the offer of work each time he **is called, except** that refusal to accept three (3) consecutive offers of work or **a** total of twelve (12) offers of work in any twelve (12) month period **may** result in **such** employee's name being removed from the casual register.

- (c) The term "special category employee" means the following **employees** in the Bargaining Unit: Students employed during the school vacation periods, **persons engaged as temporary replacements** for periods not **exceeding six (6) months and persons engaged to work** on special projects for periods of not more than six (6) months.

ARTICLE 2 - GENERAL PURPOSE

- 2.01 **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 3 - RELATIONSHIP

- 3.01 **The Employer and the Union agree there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee because of his membership or non-membership in the Union.**
- 3.02 **The Union agrees there will be no Union activity or meetings on Hospital premises except as otherwise provided in this Agreement.**
- 3.03 **The Hospital will supply the Union with a list of all Supervisory personnel who may be involved in the administration of this Agreement and will also notify the Union as to any changes from time to time in such list.**
- 3.04 **The Union will supply to the Hospital the names of all members of the Union Committee and Stewards and will revise such list from time to time as is necessary.**
- 3.05 (a) **The Union Committee and the Hospital shall meet at times mutually agreed**

upon for the purpose of discussing **matters** of mutual interest **providing** there is business for their joint consideration. A request for a meeting will be indicated by **letter** from either party to the other party containing **an agenda** of **the subjects** it desires to be discussed.

- (b) One of **the** items which this Union/Management committee may discuss is the possible ways and **means** of avoiding or minimizing potential adverse affects upon employees in **the** bargaining unit as a result of restructuring.

In its deliberations **the** parties **may consider**:

- i) identifying **and** proposing **possible** alternatives to any action **that** the Hospital may **propose** taking;
- ii) identifying **and** seeking ways **to** address the retraining needs of **employees**:
- iii) identifying vacant positions within **the** part **time** or full time service units for **which** surplus members of **the** bargaining unit might qualify, or **such** part time or **full** time service positions which **are** currently filled **but** which are expected to **become** vacant within a **twelve** (1%) month **period**.
- (iv) undertaking reviews of **the** Hospitals' **contracting** out activity.

- (c) To allow this Union/Management committee to carry out its role under this **Article**, **the Hospital** will provide the committee with pertinent financial **and** staffing information and a copy of any reorganization plans **which** impact on **the** bargaining *unit*.

3.06 The Hospital undertakes *that it will* not enter into any other Agreement with employees in the Bargaining Unit herein **defined**, either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

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

ARTICLE 5 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

5.01 The Union acknowledges that **it** is the exclusive function of the Employer to: Maintain order, discipline **and** efficiency and **to** establish and enforce reasonable rules and regulations governing the **conduct of the employees, which rules and regulations shall** not be inconsistent with **the** provisions of *this* Agreement; Management **agrees**, whenever **feasible**, to inform the Union of changes in rules and regulations directly affecting employees' working conditions **before** notices are posted; Hire, discharge, direct, assign, transfer, **promote, demote**, discipline or **retire employees**, provided that a claim **by** a Bargaining Unit employee of discriminatory promotion, demotion or transfer, or a claim that such an **employee** who has **completed** the probationary period, has been discharged or disciplined without reasonable **cause may be** the subject of a **grievance** and dealt **with** in accordance with the grievance procedure;

Successfully operate the Hospital **as a** public institution intended to provide

adequate Hospital **and** clinical services to patients in a manner consistent with **the** obligation of **the** Hospital to the general public in the area, which **will** not **be** interfered with by this Agreement.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Employer acknowledges the right **of** the Union *to* appoint or otherwise select from amongst employees, a Union Committee **of** four **(4)** members. **The** Employer will recognize and *meet* with members of the Union Committee in accordance with the Grievance Procedure **and** on any **matter** properly arising under this Agreement, **and** will negotiate and **deal** with the union Committee for the renewal of **this Agreement** with or without modification. Separate meetings will **be held** for grievances and for negotiations for **the** renewal *of this Agreement*.

It is **agreed** that the Chairperson of the Full-Time Bargaining unit represented **by** the Union may **be a** member of the Part-Time Committee in addition to **those** set out in this clause.

6.02 **The** Union **acknowledges** that **members** of the Union Committee **have** regular duties which must **be performed** on **behalf** of the Employer **and** that only such times **as** will not interfere with the performance **of** duties of employment can be granted **by the** Employer's supervisory **staff**. Such employees **will** not leave their regular duties without first obtaining permission to **do so** from *their Supervisor* before undertaking Union business which could not **normally be** conducted **after** the employee's regular shift.

Permission to **leave** their regular duties will not **be** unreasonably withheld **by** the affected Supervisor. When such Union business **has been** completed, the employee will **advise** the Supervisor.

- 6.03 (a) Each member of **the** said Union Committee shall receive his regular pay for all regularly **scheduled** working hours lost due to his **attendance** at Union/Management meetings **and contract** negotiation meetings between the parties up **to** and including conciliation whether on or off the Hospital premises, for which permission has been granted. Designated Union Committee members involved in negotiation meetings will not **be** expected to report for duty **on** the day **negotiations** are held. Casual employees on the Negotiating Committee **shall** not **be** scheduled to work on the day negotiations are **held**.
- 6.03 (b) Up **to** two (2) 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.
- 6.03 (c) 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.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is **arbitrable**.
- 7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he **has** first given his immediate supervisor the opportunity of adjusting his complaint. If an employee **has** a complaint, **such** complaint shall **be** discussed with his 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 when meeting with the immediate supervisor to attempt to adjust his complaint.
- 7.03 A grievance of an employee properly arising under this Agreement shall be adjusted and **settled** as follows.

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must **submit** a written grievance, signed **and** dated by the employee, to his department head. The grievance shall identify the nature of the grievance, the **remedy** sought, **and** should, where **possible**, specify the provisions of **the** Agreement which are alleged to have been violated. The department head or supervisor will deliver **his** decision in writing within **five (5) calendar days** after receipt of **the** grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

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

Step No. 3

Within five (5) calendar days following the **decision** under **Step No. 2**, the grievance must **be submitted to** the Vice-President of Human Resources (or his designate) to **be** discussed at a meeting between the Vice-president of Human Resources (or his designate), the said steward, **the** grievor(s), and

the Union Committee within five (5) calendar days of receipt of the grievance. Either party **may** have **assistance** from outside the Hospital at this **stage** if desired. The Vice-president of Human Resources (or his designate) shall give his written disposition within five (5) calendar days **of the day** of such meeting. Failing settlement, either party may **submit** the matter to arbitration within ten (10) calendar days **after** the reply in Step 3 is given. If no written request for arbitration **is** received within such ten (10) day period, the grievance shall **be deemed to have been** abandoned.

7.04 Policy Grievance

A grievance arising directly between the **Hospital** and the Union concerning the interpretation, application, **or alleged** violation **of** the Agreement must **be** originated **under Step No. 3** within fourteen (14) calendar days of the event giving **rise** to the grievance. Failing settlement under **Step No. 3** within fourteen (14) days, *it* may be **submitted** to arbitration in accordance with Article 9. However, it **is** expressly understood, that **the** provisions **of** this paragraph **may not be used by** the Union to institute a complaint or grievance directly affecting **an** employee which such employee could himself institute and **the regular** grievance procedure shall not **be** thereby 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.

7.05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 3 within ten (10) calendar days of the employee being notified of his discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital, and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Chairperson of the Union Committee or a Union Committee Member will be notified of the dismissal of a seniority-rated employee.

7.06 Group Grievance

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

7.07 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.

7.08 Where an employee is subject to a suspension or discharge penalty, he shall

be entitled upon his request to have a Steward or union Committee **person** present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It **is** the Employer's responsibility to inform the employee of his right to request such representation.

ARTICLE 8 - PROBATIONARY PERIOD

- 8.01 A Bargaining Unit employee shall be a probationary employee until he has worked a total of 337.5 hours with the Hospital during a period of twelve (12) calendar months commencing **with the last date of hire**. The dismissal of a probationary employee shall not be the subject of a grievance. The Probationary period may be extended in the **case** of individual employees by mutual **agreement between the Employer and the Union**.
- 8.02 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.**

ARTICLE 9 - ARBITRATION

- 9.01 **If** the Hospital or the Union requests that a grievance be submitted to arbitration, as hereinbefore 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, that **if such party fails** to name a

nominee **as** herein required, the Office of Arbitration of **the** Ministry **of** Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking **the** arbitration procedure. The two nominees shall attempt to select by agreement **a** Chairman of the Arbitration Board. If **they** are unable to agree upon such a Chairman within a period of **fourteen (14)** calendar days, they shall **then** request **the** Office of Arbitration of the Ministry of **L**.abour **of** the Province of Ontario **to** appoint a Chairman.

- 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 or 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 Chairman 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 Chairman of the Arbitration Board.

9.07 The time limits **set** out in both **the** grievance and arbitration procedures herein are mandatory, and failure to comply strictly with such **time limits**, except by the written agreement of the parties, shall **result** in **the** grievance being **deemed** to have been **abandoned** subject only to the provisions of Section 48 (16) of the Labour Relations Act.

ARTICLE 10 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

10.01 The occupational **classifications** and **wage** rates are **set** out in Schedule "A" which **is** attached hereto **and** forms part of this Agreement.

10.02 **A** person **who** becomes categorized as a regular part-time employee following the date of this Agreement shall **be assigned the start** rate for his assigned **classification** and such **employee** will **progress to the** next **level** on **the salary** scale shown on **Schedule "A"** upon completion of the applicable number of hours worked **as** a regular part-time employee from the **date he** became **so** categorized.

It **is agreed** that a person who is on staff and categorized as a regular part-time employee on **the date** of this **Agreement shall** retain his **current** placement on **the salary scale** and shall progress to **the** next level of the **salary scale shown** on Schedule "A" upon completion **of** the applicable number of hours worked **as a regular** part-time employee from January 25, 1978.

10.03 Effective **the** first pay period following January 1, 1991, **all** casual **part time** employees will be placed on **the same** salary grid as **used** for regular part

time employees on the basis of the seniority list calculated **as** at December 31, 1990.

- 10.04 Notwithstanding **paragraph 10.02**, a regular part-time employee hired after the date of signing of this Agreement may, in the discretion **of** the **Employer**, be assigned that higher rate in **the** wage progression scale for his assigned classification which **in** the judgment of the **Employer is** appropriate having regard to **his** qualifications and ability. Such employee for purposes of wage progression only, shall be deemed *to* have worked the number of **hours** which are required to **qualify** for that higher wage rate **so** assigned.
- 10.05 In *the* event a new position within the scope of the Bargaining Unit **is** established, the **Employer** shall **set an** interim rate therefore and **so** notify **the** Union. **At** the request **of** the Union, **the** parties shall then **meet** and endeavour to agree upon **the** rate within **a period** of one **(1)** week after such notification. Such rate shall be set in **an** amount which, having regard to job content, bears appropriate relationship to the other rates in the wage schedule. **Should the parties be** unable to agree upon such rate within the foregoing period **of** one **(1)** week, **the matter may, within a further** period of ten **(10) days** thereafter **be** referred by either **party to** Arbitration **for** final determination, in accordance with the criteria mentioned above in this paragraph and **in** accordance **with** the Arbitration provisions **of** this Agreement.
- 10.06 (a) Where an employee is assigned *to perform* **the duties** and responsibilities

of a higher **paid** classification and **does** perform such duties and responsibilities, he shall be paid as follows:

At a step in the range of the higher classification reflecting the next higher dollar amount which **is** shown in the employee's current salary range.

The higher payment shall be effective from the commencement of such assignment.

- 10.06 (b) **An** employee **who is** promoted to a higher job classification within the Bargaining Unit shall receive the starting rate for the classification to which he **is** promoted provided that a regular part-time **employee** who is so promoted shall receive that lowest prescribed rate in the scale for **the** classification to which he was promoted which will result in his receiving a wage rate no **less** than that **which** he **was receiving** prior **to the** promotion.

ARTICLE 11 - RESPONSIBILITY ALLOWANCE

- 11.01 Where the Hospital temporarily assigns an employee **to** carry out the assigned responsibilities **of a** supervisory classification outside the Bargaining Unit, for **a** period in excess **of** one-half of one **(1) shift**, the employee shall **be** paid ten per cent (10%) in excess of his **current wage rate** for **all** hours **so** worked in such supervisory position not to exceed **the** current rate of **the supervisor** being relieved.

ARTICLE 12 - TRANSFER OF SERVICE CREDITS

- 12.01 **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 year of service

12.02 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 or 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.

12.03 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.

ARTICLE 13 - SENIORITY

13.01 Upon completion of the **probationary** period provided for under Article 8 of **this** Agreement, a Bargaining Unit employee's name will **be** placed on the seniority **list** for his department.

13.02 Seniority means the relative ranking of **the** Bargaining Unit employees within the Hospital **based** on **the** actual number of hours worked, and which **shall** be credited from the **date** of commencement of the probationary period or January 1, 1977, whichever **is** later. **Regular** part-time employees shall **be** credited with seniority from their **most** recent **date** of appointment **as** a

regular part-time employee.

- 13.03 The Employer agrees to **post** a list by department of Bargaining Unit employees, yearly in February and August, **setting** forth the number of hours worked in the Bargaining Unit. Upon posting of **such list**, Bargaining Unit employees shall have thirty (30) days during **which to file any** complaint against their seniority standing, and if no complaints **are** filed or if any such complaints are filed **and are settled**, it is deemed that the list **as** originally posted or as so amended **is** accepted for **all** purposes.

13.04 Loss of Seniority and Employment Rights

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

- (a) **has** been **laid off** for **twenty four** (24) calendar **months**;
- (b) resigns;
- (c) is discharged **and not reinstated** through the grievance 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 **a** reason satisfactory to the Hospital **for the absence**;
- (f) if an employee has been **laid off** and fails to return **to** work within **seven** (7) calendar days **after** the employee has been notified by **the** Hospital through registered mail to his 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) If a **casual employee cannot** be contacted for a period of **three** (3) weeks, unless the employee notifies the Hospital in accordance with the established Departmental policy.

ARTICLE 14 - LAYOFF AND RECALL

14.01 In the event of a layoff, regular part **time** employees shall **be laid off** in 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. An employee **who is subject to** layoff **shall have the** right to either:

- (a) accept the **layoff**; or
- (b) choose to have his or her **status** altered to casual part time. If he or she elects **casual part time status, this would not affect his or her rights to be** recalled to a regular part **time** position for a period of twenty four (24) months from the date of layoff **in** accordance with Article 13.04(a) above.
- (c) displace the **least** senior regular **part time employee** in the Bargaining Unit who:
 - (i) is in a lower or identical paying classification and **where** the employee originally subject to layoff **has** the ability **and** qualifications to perform the duties of that classification without training other than orientation; and
 - (ii) **has** less seniority than the **laid off** employee.

The decision of **the** employee to choose (a), (b) or (c) above shall be given

in writing to the designated Hospital representative within seven (7) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

For greater certainty, in exercising a right to displace another employee in accordance with the provision described in (c) above, a laid off or displaced employee who seeks to displace an employee in a classification which requires the incumbent to hold a certificate or license, such employee must currently hold any such certificate or license and must present such certificate or license to the designated Hospital representative at the time of interview for such classification.

14.02 Recall shall be in the reverse order of layoff provided the employee has the ability and qualifications to perform the duties of that classification without training other than orientation. The Hospital agrees not to hire any new regular part time employees while there are regular part time employees on layoff who have the ability and qualifications to perform the duties of that classification without training other than orientation.

14.03 This article shall not apply to casual employees.

ARTICLE 15 - UNION SECURITY

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

- a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount

equivalent to the regular monthly Union dues.

- b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- c) Union dues will be deducted from the employee's pay on the first and second **pay** in each calendar month and **the same shall be remitted** by the Hospital to the Secretary-Treasurer of the Union not later than the fifteenth (15th) of the following month.
- d) The Hospital agrees when forwarding Union dues to submit a list indicating the **names**, classifications, and change of address 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**.

15.02 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.

15.03 The Union shall indemnify and save the Hospital harmless with respect **to** all Union dues **so** deducted and remitted.

15.04 **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.

- 15.05 T-4 **slips** issued annually to employees shall show deductions made for Union dues.

ARTICLE 16 - HOURS OF WORK AND OVERTIME.

- 16.01 (a) The hours of **work** shall be as scheduled **by** the Employer but the Employer does not guarantee any hours of work in any week for any employee.
- 16.01 (b) Subject to the need for assigning work with a minimum of delay, the Employer will endeavour to distribute available hours of work for Casual Part Time employees on an equitable basis between employees within their classification,
- 16.02 a) Subject to 16.02 (b) below, all authorized overtime worked in excess of seven and one-half (7 1/2) hours in a day or seventy-five (75) hours in a two (2) **week** pay period, exclusive of meal time, shall be considered **as** overtime and be paid **at** the rate of time and one-half (1 1/2) the employee's straight time hourly rate of pay.
- b) It **is** understood and agreed that where Engineers are required to work eight (**8**) hours in a day, they will **be** paid for such time **at** the regular straight time hourly rate of pay.
- 16.03 The Employer **will** post regular part-time work schedules twenty eight (28) days in advance. The Employer will notify the affected regular part time

employees of any changes therein resulting from sickness, emergency situations and such other factors, and in any event, the Employer will endeavour to keep such changes to a minimum.

16.04 All employees scheduled to **work** on a given day are required to inform the Employer at least one (1) hour prior to the starting time of their shift if they are unable **to** report **for** their scheduled shift, unless the employee has a good reason for being unable to provide such notice.

16.05 Rest Periods - **All** employees working a **shift** of four (4) hours will be allowed **a** maximum rest period ~~of~~ fifteen (15) minutes without **loss of** pay at times to be determined by the Employer. **All** employees working a seven and one-half (7 ~~112~~) hour shift will **be** allowed two **(2) periods** of fifteen (15) minutes each without loss of pay at times to be determined by the Employer.

16.06 Premium payments under any or the terms **of** this Agreement shall not be duplicated nor pyramided for the same hours worked.

ARTICLE 17 - HOLIDAYS

17.01 The following Holidays shall be recognized under this Agreement:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

17.02 **Should** the Hospital be required to observe an additional Paid Holiday 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.

ARTICLE 18 - VACATION PAY

18.01 The practice of payment for earned vacation will be **as** per the following:
 Effective April 1, 1989, all part time employees shall be paid vacation pay based on the following formula:

- Start of Employment - 4% of earnings
- After 1,650 hours worked - 6% of earnings
- After 13,200 hours worked - 8% of earnings
- After 24,750 hours worked - 10% of earnings
- After 41,250 hours worked - 12% of earnings

Effective April 1, 1991, all part time employees shall be paid vacation pay based on the following formula:

- Start of Employment - 4% of earnings
- After 1,650 **hours** worked - 6% **of** earnings
- After 8,250 hours worked - 8% of earnings
- After 24,750 hours worked - 10% of earnings
- After 41,250 hours worked - 12% **of** earnings

Vacation entitlements, where applicable, shall be posted on or before May 1st in any year.

ARTICLE 19 - REPORTING PAY

19.01 A regular part-time employee who reports for work at his scheduled starting time, not having been previously notified not to report to work, shall be given employment at any work made available or pay in lieu thereof on the basis of fifty **per cent** (50%) of the normal pay that would have been earned by him **as** determined by the Employer to a maximum of three and three - quarter (3 3/4) hours pay at his regular rate.

This obligation shall not apply to the Employer when such employee has failed to keep the Employer informed of the telephone number or address to be used for notification or where no work is available because of fire, power failure, or any condition beyond the control of the Employer.

In addition, this obligation shall not apply to the Employer when such employee fails to report for work **as** scheduled on the shift immediately prior to the shift for which he claims reporting pay and has failed to notify the Employer of his intent to report for work on the shift for which he claims reporting pay.

19.02 Standby

An employee who is required by the Hospital to remain available for duty on standby outside the working hours for **the** particular employee, shall receive standby pay in the amount of \$2.10 per hour for all **hours** of standby. Standby pay shall cease where the employee is called into work and works during the period of standby.

ARTICLE 20 - SHIFT PREMIUM AND WEEKEND PREMIUM

- 20.01 Part-time employees shall be paid a shift premium of ~~£~~**\$0.45** per hour for **all** hours worked on an afternoon or night shift where the majority of hours worked falls between 1500 hours one day and 0700 hours the following day. Shift premium shall not be included in the computation of overtime or the premium pay received on a Paid Holiday,
- 20.02 Effective the first pay period following January 19, 1990, **an** employee shall be paid a weekend premium of forty five (**\$0.45**) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If the employee is receiving premium pay pursuant to another provision in **the** Collective Agreement with respect to consecutive weekends worked, he will not receive weekend premium under **this** provision.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.01 In the event of the death of an employee's parents, step- parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, and upon notification to the Hospital, an employee shall be granted three (3) consecutive working days off without loss of regular pay for hours scheduled within seven (**7**) calendar days commencing with the **day** of death.

ARTICLE 22 - PERSONAL LEAVE

- 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 - PAY FOR EDUCATIONAL COURSES

23.01 (a) Where employees are required **by** the Hospital to **take** courses to upgrade or acquire new employment qualifications, the Employer shall pay the full **costs** associated with the **courses**.

23.01 (b) **A** leave of absence without pay, to take further education related to the employee's work with the Hospital may be granted **upon** written application by the employee to the Hospital. It is further understood **and** agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of the employees attending courses or seminars to permit such attendance.

ARTICLE 24 - JURY AND WITNESS DUTY (WHEN SCHEDULED TO WORK)

24.01 If a regular part-time employee **is** required to **serve as** a juror in any Court of Law or required by subpoena to attend a **Court** of Law **as** a witness, he will not lose the pay he would have received for scheduled **work** because of such attendance provided that he:

- 1) notifies the Employer immediately **upon** notification that he will be required to attend a Court of Law;
- 2) presents proof of service requiring his attendance;
- 3) promptly repays the amount (other than expenses) paid to him for

such service or attendance to the Employer; and

- 4) **was** required to work on the day or **days** on which **he** was required to serve **as** a juror or required by subpoena to attend **a** Court of Law as a witness.

ARTICLE 25 - PREGNANCY AND PARENTAL LEAVE

25.01 (a) Pregnancy Leave

In accordance with the provisions of the Employment Standards **Act**, except where amended in **this** provision, an employee who is pregnant and who has been employed for at least **thirteen** (13) weeks immediately preceding the expected date **of** birth shall **be** entitled, upon her written application therefore, to a leave of seventeen (17) **weeks** from her employment or such shorter leave of absence as the employee may request commencing during the period of seventeen (17) weeks immediately preceding the expected birth date.

An employee on leave **as** set out **above who has** applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance **Act**, shall **be** paid a supplemental unemployment benefit, **That** benefit will be the equivalent to the difference between seventy **five** percent (75%) of her regular weekly earnings and the sum **of** her weekly

Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt **by** the Hospital of the employee's Unemployment Insurance cheque stub **as** proof that she is in receipt **of** Unemployment Insurance pregnancy benefits, and **shall** continue while the employee is in receipt **of such** benefits for a maximum period **of** fifteen (15) weeks. The employee's regular **weekly** earnings shall **be** determined by multiplying her regular hourly **rate** on her last day worked prior **to** the **commencement** of the **leave** times **her** normal weekly hours.

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 respect of deferred remuneration or severance **pay benefits** are not **reduced** or increased by payments received under the **Plan**.

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 her **delivery** will occur in his opinion. An employee **may**, if she desires **to** return **to** work, shorten the duration of the leave of absence requested upon giving **her**

Employer four **(4) weeks'** notice of her intention to do so and furnishing her Employer with the **certificate** of a legally qualified medical practitioner stating that she **is able** to resume her work.

The Employer may **request** 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. The Employee shall, if requested **by** the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.

Credits for service and seniority shall accumulate **while** an employee is on pregnancy leave for up to seventeen **(17)** weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

An employee intending to **resume** employment with **the** Employer is required to **advise** the Employer in writing two (2) weeks' prior to the **expiry of the** leave of absence for pregnancy, Subject to any changes to the **employee's** status which would have occurred **had** she not been on pregnancy leave, **the employee shall be** reinstated to her former position, if available, given a comparable position **at** not **less** than her wages when she began her leave of **absence**.

b) Parental Leave

An employee who becomes a parent **of** a child is eligible to take parental leave in accordance with the provisions of **the** Employment Standards **Act**, except where **amended** in **this** provision.

An employee who has taken a pregnancy leave under Article 25.01 **(a)** is eligible to **be granted** a parental leave **of up to eighteen (18) weeks** duration in accordance with the Employment Standards **Act**,

An employee who is eligible *for a* parental leave **who is** the natural father or **is** an adoptive parent may extend the parental leave for a period **of up to** six (6) months duration, consideration being given to any *requirements* of adoption authorities. In **cases** of adoption, **the** employee shall advise the Hospital **as far** in advance as possible with respect to a prospective adoption and shall request **the leave** of absence, in writing, upon receipt of confirmation of **the** pending adoption. If, because of late receipt of confirmation of the pending adoption, the **employee** finds it impossible to request the leave of **absence** in writing the **request may** be made **verbally** and subsequently **verified** in writing.

Effective **May 7, 1991**, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit **(SUB)** Plan, **an** employee on leave **as set** out above who has applied for and is in receipt **of** *Unemployment Insurance* Parental Benefits pursuant to Section 20 of

the Unemployment Insurance Act, shall be **paid** a Supplemental Unemployment Benefit. **That** benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and **the sum** of her **weekly Unemployment Insurance Benefits** and **any** other earnings. Such payment **shall** commence following completion of the two (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 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 respect of deferred remuneration or severance pay benefits are not reduced or increased **by** payments received under the Plan.

Credits for seniority and service shall accumulate for a period of **up** to eighteen (18) **weeks'** while an employee is on **Parental** Leave on the **basis** of what **the** employee's normal regular hours of work would

have been.

An employee intending to resume employment with the Employer is required to advise the Employer in writing four **(4)** weeks' prior to the expiry of the Parental Leave of Absence. Subject to any changes to the employee's status which would have occurred if she **had** not been on parental leave 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.

ARTICLE 26 - HEALTH AND WELFARE

(Percentage in lieu of fringe benefits)

26.01 All part **time** employees covered by the Collective Agreement, shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation **pay**, standby **pay**, and where applicable, reporting pay, responsibility allowance, jury **and** witness duty, bereavement pay **and** maternity supplemental unemployment benefits) an amount equal to fourteen **(14)** percent of his regular straight *time* hourly rate for **all** straight **time** hours paid.

26.02 In lieu of 26.01, it is understood **and** agreed **that** Regular Part-Time Employees in receipt of Health and Welfare and Sick Leave credits, and on staff at the time of the signing of this Collective Agreement, will continue to receive **such** benefits as presently **paid as of** the **date** of **signing**. However,

upon leaving the classification of a Regular Part-Time Employee, these benefits **will** cease.

- 26.03 Effective May 17, 1991, Regular Part-Time employees in receipt of Health and Welfare benefits will be eligible to enroll in the group dental **plan** provided for full time employees in accordance **with its** Terms and Conditions with the employees paying their share *of* the premium and the **Hospital** paying its share as per the full time Collective **Agreement**.

ARTICLE 27 - POSTING NOTICES OF VACANCIES

- 27.01 In order to ensure that **Employees** are given **the** opportunity of applying for interdepartmental transfers or promotions, the **Employer** agrees to comply with the following procedures:

The Employer shall post all Regular Part-Time Employees' vacancies on Bulletin Boards for a period of **five (5) days unless in** the President's judgement an emergency exists **that** does not allow sufficient time for this procedure to be followed.

Employees shall have the right to bid on such regular **part** time vacancies *or* new **jobs** and the Employer shall first consider such applications *and* the decision with regard to them **shall be** based primarily upon the qualifications, **skill**, ability, experience and **suitability** for **the** particular vacancy or new job of the Employee **concerned**. Where these factors are equal, the **applicant** with **the greatest** seniority **will** be given preference provided he is qualified *to* perform the **job**.

- 27.02 If no applications to fill such vacancy or new job are received from employees or if the applicants or applications are not, considered to be suitable for such vacancy or new job, then the **Employer** will fill the vacancy in any manner it **sees** fit.
- 27.03 Applications to Full-Time Vacancies - 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 **the** consideration of persons not employed by the Hospital. Where the Hospital fills such vacancies from **among** applicants from **this** Bargaining Unit, the decision with regard to them **shall** be **based** primarily upon **the** qualifications, skill, ability, experience and suitability for the particular vacancy or new job of the employee concerned. Where these factors are equal, the applicant with the greatest seniority will **be** given preference provided **he** is qualified to **perform** the job.
- 27.04 The Hospital will **post the** names of the successful **candidates** for posted **positions**.
- 27.05 An employee **selected as** a *result of* a **posted** vacancy need not be considered by the Hospital for a further vacancy for a period of **up to six** (6) **months** from the date of his appointment to **the posted** position.
-
- 28.01 The Hospital **shall**, where uniforms are required, either **supply and** launder

uniforms or provide a uniform allowance of 2.5 cents per hour paid.

ARTICLE 29 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

29.01 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 30 - GENERAL CLAUSE

30.01 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.

30.02 It is the employee's responsibility to provide the Hospital with his current home address and telephone number. If the employee fails to do this, the **Hospital** will not be responsible for failure to notify **the** employee for any purpose, including recall.

ARTICLE 31 - JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

31.01 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**.

31.02 Recognizing its responsibilities under **the** applicable legislation, the Hospital agrees to accept **as** a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst Bargaining Unit employees.

- 31.03 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.
- 31.04 The Hospital agrees to co-operate reasonably in providing necessary information to **enable** the Committee to fulfil its functions.
- 31.05 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.
- 31.06 **Any** representative appointed or selected in accordance with 31.02 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 **representatives to attend meetings of the Joint Occupational Health and Safety Committee** in accordance with the foregoing **shall** be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall **not lose regular earnings as a** result of such attendance.
- 31.07 The Union **agrees to endeavour** to obtain the full co- operation of **its** membership in the observation of **all** safety rules and practices.

31.08 Safety Shoes

Effective April 1, 1989, the **Hospital** will provide thirty dollars (\$30.00) annually **and** effective April 1, 1992, forty dollars (\$40.00) to regular part time employees required by **the** Hospital to wear safety footwear. The Hospital will **require** employees performing the following functions to wear

appropriate safety footwear:

1. Engineering Services;
2. Grounds;
3. Transport;
4. Stores (only where frequently worked in storage areas)
5. Porterage (as determined by the Hospital) heavy carts on a regular basis, e.g., linen carts, food wagons.

31.09 The employee shall **be** required to present to his Department Head or designate within two (2) weeks of receipt of the safety shoe allowance "proof of purchase" acceptable to the Hospital, e.g. a receipt indicating that he has purchased the appropriate safety footwear.

ARTICLE 32 - JOB SECURITY

32.01 **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 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~~

as **above** set forth and the requirements of the applicable laws.

This clause shall not apply to Casuals.

ARTICLE 33 - RETROACTIVITY

33.01 The wage increase shall **be** effective as and from the date specifically listed on a retroactive basis to all employees in the Bargaining Unit for all paid hours of employment. **Any** new employees shall **be** entitled to a pro-rata adjustment to their remuneration from date of *their* employment. **The** Hospital shall **be** responsible to contact, in writing (with a copy to the Union) at their last-known address, employees **who have left** its employ, to advise them of their entitlement to **any** retroactive **wage** adjustment. Any employees who have since ceased to be employees shall have notice from the Hospital in which to claim from **the Hospital** any adjustment to their remuneration entitlement. The retroactive payments shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of ratification. All other adjustments shall be effective as set out specifically in this Collective Agreement.

ARTICLE 34 - DURATION

34.01 This Agreement shall remain in effect until and including March 31, 1997 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.

DATED at LONDON, ONTARIO this 20th day of Oct, 1998

FOR THE HOSPITAL:

Clive Swan

[Signature]

FOR THE UNION:

[Signature]

[Signature]

Bill Mitchell

[Signature]
Chris Melton

LETTERS OF INTENT

LETTER NO. 1

It is agreed and understood by both parties that an employee who has been employed with Victoria Hospital Corporation for two or more years in a position covered **by S.E.I.U.** and who retires or resigns and is re-employed within six **(6)** months of his retirement or resignation as a casual employee under this Collective Agreement shall be paid at not less than he was receiving **when** he retired or resigned.

LETTER NO. 2

It is understood and agreed that the conditions of employment for employees covered **by** this Collective Agreement shall be found only in this Collective Agreement and that no other Collective Agreement shall **be** brought to bear in determining any dispute between the parties.

LETTER NO. 3

Notwithstanding **Article 14.01**, regular part-time employees in receipt of Health and Welfare and **Sick** Leave credits, and on **staff** at the time of the signing of this Collective Agreement, will **be** the **last** to **be** laid off within a classification.

January 23, 1987

Mr. C. P. Davidson
Union Representative
London and District **Service**
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Dear Mr. Davidson:

In accordance with the Arbitration **Award** of Mr. Arthur Kruger concerning the issue of Uniform Allowance **this** letter confirms that the Hospital will continue to supply uniforms for part-time staff required by the Hospital to wear uniforms for **the** duration of **the** agreement. This letter shall **be appended** to the agreement.

Yours truly,

for Victoria Hospital,

C. Clive Girvan
Director
Labour Relations

c.c. Pat Blanchard-Wingert

January 23, 1987

Mr. C. P. Davidson
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Dear Mr. Davidson:

Re: Parking Charges

In accordance with the Arbitration Award of **Arthur Kruger**, this **letter** will confirm that the Hospital **promises to consult the Union** in advance of **any changes** in parking charges to members of **the Full-Time or Part-Time Bargaining Units**. This letter shall **be appended** to the agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

CCG:eks

c.c. Jim Allender
Pat Blanchard-Wingert

November 1, 1988

Mr. Ken McLeod
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Dear Mr. McLeod:

Re: "Controls" Function

In accordance with the Memorandum of Settlement **signed** November 1, 1988, this letter confirms that the **Hospital** shall **grant a forty (40) cent per hour adjustment** to three (3) third class Engineers in HVAC who have been trained in the "Controls" function. This letter shall be **appended** to the Collective Agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

c.c. Jim Allender
David **Bates**

November 1, 1988

Mr. Ken McLeod
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Re: Energy From Waste Plant Personnel

Dear Mr. McLeod:

In accordance with the Memorandum of Settlement signed on November 1, 1988, this letter confirms that **the** Hospital shall grant during the term **of** the Collective **Agreement** (i.e. until January 18, 1991,) an adjustment of forty (40) cents per hour to Engineering Staff and Building Services Staff **assigned** to the EFW Plant. This letter will **be** appended to the Collective Agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

c.c. Jim Allender
David Bates

SEIU PT -Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	825 hrs	1650 hrs	3300 hrs	4950 hrs
1	Weekend Caretaker-Vivar.Ser.	JAN 19/93	\$ 7.50				
		APR 01/93	\$ 7.58				
		APR 01/94	\$ 7.73				
		APR 01/95	\$ 7.80				
		APR 01/96	\$ 7.88				
2	Non Certified Nsg. Assistant Equipment Attendant - OR	JAN 19/93	\$ 13.67		\$ 13.75	\$ 13.85	
		APR 01/93	\$ 13.81		\$ 13.89	\$ 13.99	
		APR 01/94	\$ 14.08		\$ 14.16	\$ 14.27	
		APR 01/95	\$ 14.22		\$ 14.30	\$ 14.41	
		APR 01/96	\$ 14.36		\$ 14.45	\$ 14.55	
3	Cleaner	JAN 19/93	\$ 14.23		\$ 14.33	\$ 14.44	
	Porter Dietary	APR 01/93	\$ 14.37		\$ 14.47	\$ 14.58	
	Porter Nursing	APR 01/94	\$ 14.66		\$ 14.76	\$ 14.88	
	Porter Pharmacy	APR 01/95	\$ 14.81		\$ 14.91	\$ 15.03	
	Porter Laboratory	APR 01/96	\$ 14.95		\$ 15.06	\$ 15.18	
	Porter Distrib'n Services						
	Dietary Ai&						
	Housekeeping Aide						
	Laboratory Aide						
	Ward Aide						
Food Service Worker							
4	Storeskeeper	JAN 19/93	\$ 14.36		\$ 14.43	\$ 14.55	
	Physiotherapy Aide	APR 01/93	\$ 14.50		\$ 14.57	\$ 14.69	
	Vivarium Services Attendant	APR 01/94	\$ 14.79		\$ 14.86	\$ 14.99	
	O.T. Aide	APR 01/95	\$ 14.94		\$ 15.01	\$ 15.14	
	Pharm Distrib'n Assistant	APR 01/96	\$ 15.09		\$ 15.16	\$ 15.29	
	Linen Aide						
	RespiratoryTherapyAttendant						
	Dialy\PlasmaPheresisAssistant						

SEIU PT -Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	825 hrs	1650 hrs	3300 hrs	4950 hrs
5	Senior Radiology Porter	JAN 19/93	\$ 14.30		\$ 14.41	\$ 14.63	
		APR 01/93	\$ 14.44		\$ 14.55	\$ 14.77	
		APR 01/94	\$ 14.73		\$ 14.84	\$ 15.07	
		APR 01/95	\$ 14.88		\$ 14.99	\$ 15.22	
		APR 01/96	\$ 15.03		\$ 15.14	\$ 15.37	
PSA/TSA	Patient Service Associate (March 1997)		\$15.09		\$15.20	\$ 15.33	
	Technical Service Associate (March 1997)						
6	Pharmacy Storeskpr/Receiver Receiver	JAN 19/93	\$ 14.55		\$ 14.63	\$ 14.73	
		APR 01/93	\$ 14.69		\$ 14.77	\$ 14.88	
		APR 01/94	\$ 14.99		\$ 15.07	\$ 15.17	
		APR 01/95	\$ 15.14		\$ 15.22	\$ 15.33	
		APR 01/96	\$ 15.29		\$ 15.37	\$ 15.48	
7	Head Storeskeeper	JAN 19/93	\$ 14.64		\$ 14.73	\$ 14.82	
		APR 01/93	\$ 14.79		\$ 14.88	\$ 14.97	
		APR 01/94	\$ 15.08		\$ 15.17	\$ 15.27	
		APR 01/95	\$ 15.23		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.38		\$ 15.48	\$ 15.48	
8	Orderly Sterile Processing Aide Dialysis Technician (Mar27/98)	JAN 19/93	\$ 14.94		\$ 15.02	\$ 15.11	
		APR 01/93	\$ 15.09		\$ 15.17	\$ 15.26	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.48	

SEIU PT - Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	825 hrs	1650 hrs	3300 hrs	4950 hrs
9	<i>Float Orderly</i> <i>Equipment Repair Attendant</i>	JAN 19/93	\$ 15.10		\$ 15.20	\$ 15.31	
		APR 01/93	\$ 15.25		\$ 15.33	\$ 15.33	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.48	
10	Non Reg. Respiratory Technician	JAN 19/93	\$ 14.89		\$ 14.95	\$ 15.07	
		APR 01/93	\$ 15.04		\$ 15.10	\$ 15.22	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.48	
11	O.T. assistant Physiotherapy Assistant Orthopaedic Technician O.T./P.T. Assistant	JAN 19/93	\$ 15.23		\$ 15.28	\$ 15.40	
		APR 01/93	\$ 15.33		\$ 15.33	\$ 15.40	
		APR 01/94	\$ 15.33		\$ 15.33	\$ 15.40	
		APR 01/95	\$ 15.33		\$ 15.33	\$ 15.40	
		APR 01/96	\$ 15.48		\$ 15.48	\$ 15.55	
12	Student OR Technician	JAN 19/93	\$ 14.26				
		APR 01/93	\$ 14.40				
		APR 01/94	\$ 14.69				
		APR 01/95	\$ 14.84				
		APR 01/96	\$ 14.98				
13	Cook's Helper Baker's Helper	JAN 19/93	\$ 14.29		\$ 14.37	\$ 14.49	
		APR 01/93	\$ 14.43		\$ 14.51	\$ 14.63	
		APR 01/94	\$ 14.72		\$ 14.80	\$ 14.93	
		APR 01/95	\$ 14.87		\$ 14.95	\$ 15.08	
		APR 01/96	\$ 15.02		\$ 15.10	\$ 15.23	

SEIU PT -Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	Start	825 hrs	1650 hrs	3300 hrs	4950 hrs
14	Cook II Non Certified	JAN 19/93	\$ 14.79	\$ 14.91	\$ 15.02	\$ 15.12	
		APR 01/93	\$ 14.94	\$ 15.06	\$ 15.17	\$ 15.27	
		APR 01/94	\$ 15.24	\$ 15.33	\$ 15.33	\$ 15.33	
		APR 01/95	\$ 15.33	\$ 15.33	\$ 15.33	\$ 15.33	
		APR 01/96	\$ 15.48	\$ 15.48	\$ 15.48	\$ 15.48	
15	Cook II Baker II	JAN 19/93	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/93	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/94	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/95	\$ 15.38	\$ 15.50	\$ 15.61	\$ 15.85	
		APR 01/96	\$ 15.53	\$ 15.65	\$ 15.77	\$ 16.01	
16	Pharmacy Technician Vivarium Services Technician	JAN 19/93	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/93	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/94	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/95	\$ 16.65		\$ 16.71	\$ 16.77	\$ 16.84
		APR 01/96	\$ 16.82		\$ 16.88	\$ 16.94	\$ 17.01
17	Carpenter II Driver Groundskeeper	JAN 19/93	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/93	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/94	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/95	\$ 15.41		\$ 15.76	\$ 16.11	
		APR 01/96	\$ 15.56		\$ 15.92	\$ 16.27	
18	Mechanic I Lic. Groundskeeper	JAN 19/93	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/93	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/94	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/95	\$ 15.50		\$ 15.84	\$ 16.24	
		APR 01/96	\$ 15.65		\$ 16.00	\$ 16.40	

SEIU PT - Victoria WAGE SCHEDULE "A"

Group	Classification	Eff Dates	start	825 hrs	1650 hrs	3300 hrs	4950 hrs
19	Cook I Baker I	JAN 19/93	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
		APR 31/93	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
		APR 01/94	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
		APR 01/95	\$ 15.50	\$ 15.61	\$ 15.84	\$ 16.24	
		APR 01/96	\$ 15.65	\$ 15.77	\$ 16.00	\$ 16.40	
20	4th Class Engineer Locksmith	JAN 19/93	\$ 17.33				
		APR 01/93	\$ 17.33				
		APR 01/94	\$ 17.33				
		APR 01/95	\$ 17.33				
		APR 01/96	\$ 17.50				
21	O.R. Technician	JAN 01/94	\$ 18.71		\$ 18.78	\$ 18.83	
		APR 01/95	\$ 18.71		\$ 18.78	\$ 18.83	
		APR 01/96	\$ 18.90		\$ 18.97	\$ 19.02	
22	Painter Millwright	JAN 19/93	\$ 17.77				
		APR 01/93	\$ 17.77				
		APR 01/94	\$ 17.77				
		APR 01/95	\$ 17.77				
		APR 01/96	\$ 17.95				
23	3rd Class Engineer Carpenter I Plasterer Machinist Chef *Locksmith	JAN 19/93	\$ 18.91				
		APR 01/93	\$ 18.91				
		APR 01/94	\$ 18.91				
		APR 01/95	\$ 18.91				
		APR 01/96	\$ 19.10				

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SEIU PT -Victoria WAGE SCHEDULE "A"

<i>Group</i>	<i>Classification</i>	<i>Eff Dates</i>	<i>Start</i>	<i>825 hrs</i>	<i>1650 hrs</i>	<i>3300 hrs</i>	<i>4950 hrs</i>
24	2nd Class Engineer	JAN 19/93	\$ 20.44				
	Plumber	APR 01/93	\$ 20.44				
	Electrician	APR 01/94	\$ 20.44				
	Steamfitter	APR 01/95	\$ 20.44				
	Sheet Metal Worker	APR 01/96	\$ 20.64				
	Refrigeration & A/C Mechanic						