

COLLECTIVE AGREEMENT

between

SAULT AREA HOSPITALS

(Plummer Memorial Public Hospital
and
Sault Ste. Marie General Hospital)

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 268

*PART-TIME EMPLOYEES COLLECTIVE
AGREEMENT SERVICE UNIT*

Term: October 11, 1995 to October 10, 2001

FOR YOUR INFORMATION

The International Union has a scholarship program which offers 10 4-year scholarships of \$750.00. For details of this program contact the Union Office. Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their dues payments are up to date. If the payment is not made within the month they are owing, your Death Gratuity is broken.

The Welfare Fund will function only under the following guidelines for full and part-time employees of their Employer and who is a member in good standing:

- a) cards to members who are ill
- b) wreaths for deceased members only - not family members.

Responsibility for Payment of Dues: SEIU Constitution and By-Laws Article XVIII, Section 3 (c).

The entire responsibility for payment of dues to a Local Union within the time required by the provisions of this Article is the sole obligation of each member individually and cannot be delegated to the Local Union or any of its representatives, or to any person whether a delegate, shop steward or otherwise. Effective May 1st, 1978, all full-time members will be solely responsible for the payment of their dues when not deducted at the Union Office prior to the last day of the month in which they are owing in order to protect your Death Gratuity.

THE INTERNATIONAL DEATH GRATUITY

The gratuity is a payment made by the International Union to the Beneficiary of a deceased member. It is a gift from the Union to your family or anyone you choose, an extra service undertaken by your Union to encourage you to pay dues promptly, that is, within the month they are due. The Death Gratuity affects members of the SEIU - except those who joined after January 1st, 1951 and who were 65 or older at the time.

For members of any Local Union who were in good standing in connection with this Article XVII on September 1, 1984, the Service Employees International Union Death Gratuity Program, as amended effective September 1, 1984, shall be maintained in effect for those members who meet the eligibility and participation requirements set forth in such amended Program. When the International Executive Board in its discretion determines that it is necessary or advisable to abolish, curtail or limit any payments provided for in the Program or to amend or modify any provisions governing such payments, it shall have authority to do so. The International Union shall notify each Local Union sixty (60) days before the effective date of any changes in the provision of the Program.

This age limit does not apply to members who joined

before January 1st, 1951. Gratuity payments are in the amounts of \$100.00; \$200.00; \$300.00; \$400.00 and \$500.00. They are computed this way: counting back from the date of death, \$100.00 is paid for up to 5 years. If you were to die less than a year after you joined, your beneficiary would not receive a Gratuity. Or, if you were to die within a year after you failed to pay dues on time in any month, no Gratuity would be paid. And, of course, members who joined at age 65 after January 1st, 1951 are not affected by the Gratuity. Can the Beneficiary of every member receive a \$500.00 Gratuity? No. There are 2 exceptions
1) if you were initiated after January 1st, 1946, and were 55 or over at the time, the maximum Gratuity will be \$100.00 in any event;
2) if you fail to pay dues promptly anytime after you reach 55 the maximum Gratuity possible will be \$300.00.

The natural person or persons you want to receive the Gratuity is your beneficiary. An estate or institution may not be named as your beneficiary. If you do not name a beneficiary and leave no spouse or children, the Union will pay \$100.00 towards funeral expenses. You alone are responsible for the prompt payment of your dues. There are not exceptions to this - not even if you customarily pay dues through another person and that person fails to pay them on time. For your loved ones, protect the Gratuity, pay your dues within the month or ahead of time. If you have not named your beneficiary do so as soon as possible. Should your beneficiary die or should you decide to change beneficiaries, notify your Local Union.

MEETING DATES

GENERAL MEMBERSHIP MEETING
First Monday of Each Month
(Excluding July & August)

EXECUTIVE BOARD MEETING
Last Monday of each Month

UNION OFFICE
1200 West Walsh Street
Thunder Bay, Ontario
P7E 4x4
(807) 475-4217

UNION OFFICE
Suite 407, 123 March Street
Sault Ste. Marie, Ontario
P6A 2Z5
(705) 942-7348

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COLLECTIVE AGREEMENT

BETWEEN

SAULT AREA HOSPITALS

(Plummer Memorial Public Hospital
and
Sault Ste. Marie General Hospital)
(Hereinafter called the "Hospital")

OF THE FIRST PART;

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 268
AFL-CIO, CLC
(Hereinafter referred to as the "Union")

OF THE SECOND PART.

ARTICLE 1 PURPOSE

.01 Purpose of Agreement: The purpose of this agreement is to establish and maintain an orderly collective bargaining relationship between the Hospital and certain classes of employees of the Hospital represented by the Union in order to assist in the promotion of the successful operation of the Hospital and the maintenance of responsibility on the part of the Union and management alike.

.02 No Discrimination: The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practice by either of them or their representatives or members, because of an employee's membership or non-

membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 2 SCOPE & RECOGNITION

2.01 The Hospital recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of the Sault Area Hospitals at Sault Ste. Marie and Algoma District, regularly employed for not more than 24 hours per week and students employed during school vacation period save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisors, foremen, and persons above the rank of foreman, chief engineers, office and clerical staff.

ARTICLE 3 MANAGEMENT RIGHTS :

3.01 The Union acknowledges that it is the exclusive right and power of the Hospital:

(a) To direct the working force, to discharge employees for just cause subject to the use of the Grievance Procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees;

(b) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used and allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement;

(c) To maintain order, discipline and efficiency, and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this Agreement. Such rules and regulations and any changes thereto shall be communicated to the employee and the Union.

ARTICLE 4 DEFINITIONS

4.01 Temporary Employees: Employees may be hired for a specified term, not to exceed six (6) months, to replace any employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

4.02 Definition of Employee:
(a) "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article 2.

(b) "Steward" shall mean an employee of the Hospital who has completed 337.5 hours of service with the Hospital, and whose name has been forwarded to the Hospital by the Union in writing, confirming his appointment as such, and who has not been replaced by the Union with written notice to the Hospital.

(c) "Regular Part-time Employee" is defined as a person who (a) normally works not more than an average of 24 hours per week, and (b) who makes a commitment to the Hospital to be available on a predetermined basis as required, and in respect of whom there is a predetermined schedule

(d) "Casual Employee" is defined as a person who is not scheduled on a pre-scheduled basis but is on call and is available to work on any shift.

4.03 Gender: The use of the words "he" or "him" shall be construed to include the feminine gender unless otherwise

stated.

ARTICLE 5 UNION SECURITY

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

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from **every pay** for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

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

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

5.02 Interview Period: It is agreed that upon commencement of employment, new employees will be advised by a representative of the Human Resources Department of the Hospital of the existence of the Union and the conditions surrounding their employment as contained in the herein Collective Agreement, and any rules that may be formulated under its terms. It is also agreed that a representative of the Union will **be given** an opportunity to interview each employee once upon completion of his or her probationary period for the purpose of ascertaining the wishes of the employees concerning membership in the Union. The Hospital will notify the Union **monthly** of the names of those who complete their probationary period, and on request, will arrange a time and place for such interview, the time of which shall not exceed 15 minutes. Because of these privileges of interview granted in this clause, it is expressly agreed by the Union that there

shall be no solicitation for membership at any other time, nor collection of Dues any other time on the premises of the Hospital.

The **Union** agrees there will be no union activity or solicitation for membership on Hospital time, except as provided in Article 5.02 hereof, and no meetings on Hospital premises except with the express permission of the Executive Director.

5.03 Employee Lists: A seniority list of part-time employees covered by this agreement shall be posted within three (3) months of ~~the signing~~ of this agreement and in January and July of each year thereafter. A copy of the seniority lists will be supplied to the Union. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints against their seniority standing since the last posting and if no complaints are filed, it is deemed that the seniority list as posted is correct.

5.04 Dues Check-Off:
(a) Union dues so deducted shall be forwarded no later than the end of the month in which deductions are made and the deductions will be accompanied by a list showing the names of persons for whom deductions are made, the names of the persons for whom no deductions have been made, and the reasons for the absence of such deduction.

(b) Such deductions to be forwarded to the Secretary-Treasurer of the Union at the address from time to time given to the Hospital.

5.05 Bulletin Boards:
(a) ~~The~~ Hospital shall provide a Union Bulletin Board in a suitable location.

(b) The Union shall have the right to post notices of ~~meetings~~ and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the President or designate for approval before posting. All out-dated notices shall be removed by the Union forthwith.

ARTICLE 6

NO STRIKE/LOCK-OUT

6.01 During the term of this Agreement neither the Union nor any of its Officers or Officials nor employees shall take part in or call or encourage any strike, sit-down, slow-down (which

shall include any work-to-rule arrangement) or any suspension of work against the Hospital which shall in any way affect the operations of the Hospital nor shall the Hospital nor any of its Officers or Officials engage in any lock-out.

6.02 It is agreed that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties and to resort to the Grievance Procedure established herein for settlement of any complaint or Grievance.

6.03 Should there be any violation of either 6.01 or 6.02 of this Article, there shall be no discussion or negotiation of the matter in dispute between the Employer and the Union until normal work has been resumed.

6.04 An employee who takes part in or counsels or procures any other employee to take part in any strike, slow-down, work-to-rule arrangement, sit-down or any other suspension of work against the Employer, may be subject to discipline.

ARTICLE 7 UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee:

(a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

(c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

(d) ~~It is agreed~~ that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Steward is required to enter an area within the

Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

(e) Nothing in this Article shall preclude full-time Stewards from representing part-time employees and vice versa.

(f) The number of Stewards shall be mutually agreed upon and subject to review at the request of either party.

7.02

Central Bargaining Committee:

(a) 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 calendar months, and not later than three 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 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 Committees referred to above.

(b) Central Negotiations: The future Central bargaining between the Service Employees International Union and the participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending Central Negotiating meetings with the Hospitals' Central Negotiating Committee in

direct negotiations up to the point of Arbitration. Upon reference to Arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending Arbitration Hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be 7 and in no case will more than one employee from a Hospital be entitled to such payments.

The Union shall advise the Hospitals' Central Negotiating Committee before negotiations commence of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the 7 Hospitals accordingly.

7.03

Local Negotiating Committee:

(a) The Hospital agrees to recognize one (1) Negotiating Committee to represent both the full-time and part-time Bargaining Units. This Committee shall be comprised of a Chief Steward and three (3) members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period. There will not be any more than one (1) employee from any one department on the Negotiating Committee.

(b) Where the Hospital **participates** in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.

(c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

(d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

(e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

ARTICLE 8

GRIEVANCE AND ARBITRATION

8.01

For the purposes of this Agreement, a

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

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

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, upon request, to the presence of his/her Steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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

8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The griever may have the assistance of a Union Steward if he so desires.

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

Failing settlement, within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision. All grievances arising between employees and the Hospital will be dealt with in accordance with the following procedures:

STEP ONE The grievance shall be put in writing dated and signed by the employee or Union Representative and a copy given to the manager within five (5) working days of the decision of the immediate supervisor. The

grievance shall then be discussed by the employee, Union Representative and immediate supervisor. This meeting shall be held within five (5) working days of the time of receipt of the grievance by the immediate supervisor.

The immediate Supervisor shall give a decision in writing within five (5) working days following the meeting.

STEP TWO

The grievance shall not be carried further unless within five (5) working days after receiving the answer of the immediate supervisor under Step 1, the Union delivers a written notice of referral to Step 2 to the Human Resources Department. A meeting to discuss the grievance will then be arranged with the grievor, Steward and/or Chief Steward, Union Representative and the Manager of Human Resources or designate.

The Manager of Human Resources or designate will give a decision of the grievance in writing no later than twenty (20) working days after the Step 2 grievance meeting.

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

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

Where the grievance is a Hospital grievance, it shall be filed with the Bargaining Agent of the Union..

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

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

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

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

(b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,

(c) any other arrangement which may be deemed just and equitable.

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

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

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee,

provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

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

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

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

ARTICLE 9 SENIORITY

9.01 Probationary Period: A new employee will be considered on probation until he has completed 337.5 hours of work within any 12 calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to 337.5 worked hours. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a Grievance or Arbitration, and is at the sole discretion of the Hospital.

9.02 Definition of Seniority: Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule, all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

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

Hours of Service

9.03 Transfer of Service and Seniority
(a) Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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

(b) Where the Hospital transfers an employee from one S.E.I.U. bargaining unit to another S.E.I.U. bargaining unit or union to non-union or visa versa, that employee will be allowed to carry accrued service, as it applies only to benefit entitlement and vacation entitlement, to the new interest group or bargaining unit.

This provision will not apply to the carriage of competitive seniority from one bargaining unit to another.

9.04 Loss of Seniority: An employee shall lose all seniority and shall be deemed terminated if:

(a) employee quits;

(b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;

(c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;

(d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;

(e) employee has been laid off for twenty-four (24) months;

(f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

(g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

9.05 Transfer to Position Outside of the Bargaining Unit:

An employee who is transferred to a position outside of the bargaining unit for a period of ~~six~~ months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

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

ARTICLE 10

JOE SECURITY

10.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of **such plans** or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

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

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

10.02

Notice of Layoff

(a) In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a

position within the bargaining unit, the Hospital shall:

(i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

(i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;

(ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

(iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

(v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

(c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

10.03 (a) Severance and Retirement Options

(i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

(ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

(b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum

number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

(c) Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

10.04

Regional Staff Planning Committees

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

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

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

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

funding of administrative expenses.

10.05 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 lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

(c) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

(e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

(f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid Holidays) after being notified to do so by preferred mail courier, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

(h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

(j) In the event that a layoff commenced on the

day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

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

ARTICLE 11

JOB POSTING

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

(Ref. also: Letter of Understanding confirming that initial job vacancies ~~will be~~ posted, and the secondary vacancy (or vacancies) will be offered to employee(s) on layoff as per. Article 10.05(c).

11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

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

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other S.E.I.U. service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and selection shall be

made in accordance with Article .03 above.

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

When a temporary full-time and part-time vacancy is filled, a copy of the Temporary Transfer Form will be provided to the Chief Steward of the Union.

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

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

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

ARTICLE 12

NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result

of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

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

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

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

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

ARTICLE 13

WORK OF THE BARGAINING UNIT

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

NOTE: The purpose of this clause is the protection of

the work of the bargaining unit employees and not the broadening of that work to other areas.

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

13.03 Volunteers: The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.

13.04 Ratio of R.N.'s to R.P.N.'s: At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

in addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union, the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

ARTICLE 14

TECHNOLOGICAL CHANGE

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

14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an

employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.

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

14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

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

14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDT's and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 15

LEAVES OF ABSENCE

15.01

Bereavement Leave:

(a) An employee who notifies the Hospital as

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

(b) Pay for such leave shall be limited to eight hours in each calendar day of the employee's **straight** time job rate, calculated from the basic monthly salary on a daily basis.

(c) The days of the leave of absence for which the employee shall receive pay shall be limited to those days on which the employee was scheduled to work and does not work. This leave of absence shall begin no later than 24 hours from time of death.

15.02

Education Leave:

(a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

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

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

15.03

Jury & Witness Duty:

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

(a) notifies the Hospital immediately on the employee's notification that he will be required to attend Court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with the Hospital the full amount of compensation received, excluding mileage, travelling and meal allowances, and an official receipt thereof.

In addition to the foregoing, where an employee is required by Subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (a), (b) and (c) above.

15.04 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

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

(d) (LICO - and Non-LICO versions) : An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance

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

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

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

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

(f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen weeks (17) while the employee is on pregnancy leave.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

(g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

Parental Leave

(a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for parental leave shall be (3) years of continuous service.

(b) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notice of at least two (2) weeks in advance of the start of such leave and the expected date of return.

(c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of the date of adoption. If the employee is notified of the pending adoption in writing upon receipt of confirmation of the pending adoption, the employee shall give written notice of the date of the adoption in writing. The notice may be made at least two (2) weeks in advance of the date of the adoption.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required for the adoption to a maximum of a total of 10 weeks. Notice of the extension for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

(d) An employee shall confirm his or her intention to return to work on the date specified in subsection (b) by written notice given by the Hospital at least two (2) weeks in advance thereof.

(e) (LICO and Non-LICO versions): An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of his or her regular weekly earnings, and the sum of his or her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the

employee's Employment Insurance cheque stub as proof that he or she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on his or her last day worked prior to the commencement of the leave times his or her normal weekly hours plus any wage increase or salary increment that he or she would be entitled to if she were not on parental leave.

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

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

(f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

(g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

(h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06

Full-time Union Leave: Upon application by

the Union in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07

Union Leave:

(a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.

(c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).

(d) In making application for leave of absence for Union business, it is understood that the leave of absence shall be for no longer than a 2 week period and will not be requested on more than 2 occasions in one calendar year. When leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than 3 employees at one time, and that the Union shall be responsible for the payment of wages during the time of absence.

(e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed 10 days per contract year, subject to the conditions set out above, for the purpose of

attending Executive and/or Council meetings.

(f) Where employees are on leave of absence requested by the Union, the employer will pay the regular salary to the employee and invoice the Union for the employee's lost time. If the employer so wishes, it may invoice the Union in advance of the leave of absence by invoicing the Union at the time the leave of absence is granted in writing, and the Union will pay the said invoice within 7 days of receipt of same.

15.08

Personal Leave:

(a) Leave of absence without pay may be granted to an employee for purposes of health, education, or any valid personal reason at the discretion of the President or designate.

(b) Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, he may forfeit all seniority rights and privileges in this Agreement.

(c) All leaves of absence should be applied for in writing to the Hospital President or designate.

ARTICLE 16

HOURS OF WORK

16.01

Daily and Weekly Hours of Work:

(a) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the articles dealing with Hours of Work, and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected, by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours worked per shift or per week for any period whatsoever nor a guarantee of working schedules.

(b) Hours of work for part-time employees shall be scheduled, but shall not exceed seven and one-half (7 1/2) hours (exclusive of meal) per day, thirty-seven and one-half (37 1/2) hours per week, or seventy-five (75) hours in a bi-weekly period.

(c) Employees covered by this Agreement will not be regularly scheduled for more than 24 hours per week. However, part-time employees may be offered more work in any week which the employee has the option of refusing. Refusal of such extra work will not prejudice the employee's status and acceptance will not remove an employee for her part-time status.

(d) Part-time employees will not normally be scheduled for more than seven (7) consecutive days, subject to exigencies of patient care including ~~staffing~~ shortages, unless mutually agreed upon between the Union and the Hospital.

(e) Normal working shifts of employees shall ordinarily be worked during an elapsed period of eight (8) hours.

(f) Employees must report to their respective supervisors in uniform at the commencement of their shift and remain in uniform for the full working shifts.

(g) The Hospital operates 24 hours per day, seven days a week. Day shift is recognized as the first shift of the work day.

(h) Any in-service courses where the Hospital requires an employee to attend, will be compensated for such time at straight time.

(i) It is understood that casual employee(s), as per 4.02 (d), shall only be utilized where regular part-time employee(s) are not available.

16.02

Rest Periods:

(a) Each employee whose regular work day required an elapsed time of eight (8) hours on the job, shall be allowed thirty (30) minutes per shift for meals on his own time.

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.

(b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03

Time Off Between Shifts: When rotating shifts,

employees are to be allowed a minimum of sixteen hours off between the ending of the one shift and the commencing of the other. Where the sixteen hours is not granted, the employee shall be paid such hours worked at the rate of time and one-half.

(Also see for ref. Memorandum of Understandingre: Time Off Between Shifts).

16.04 Week-ends Off: In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of six (6) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each four (4) week period. Where a weekend off is not granted within a four (4) week period, time worked on such fourth weekend but not subsequent weekends shall be paid at the rate of time and one half (1 1/2) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- ii) Such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- iii) Such weekend is worked as a result of an exchange of shifts with another employee; or
- iv) The Hospital is unable to comply due to a prohibition against scheduling split days off.

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

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

16.05 Schedules: Four week schedules for work shall be posted not later than two weeks in advance of the commencement of the schedule. Errors, if any, will be corrected as

soon as possible by the Supervisor who made the schedule.

16.06 Exchange of Shifts: The Employer shall 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 to the employer results from such exchange of shifts.

16.07 Late Reporting and Booking Off 'Shift: Employees who report late shall suffer penalties in accordance with the following scale:

Not more than fifteen (15) minutes late - penalty one-quarter (1/4) hour;

More than fifteen (15) minutes and not more than thirty (30) minutes late - penalty one-half (1/2) hour;

More than thirty (30) minutes and not more than forty-five (45) minutes late - penalty threequarters (3/4) hour;

And so on, in units of one quarter (1/4) hour.

16.08 Notice of Change of Shift: The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than twenty-four (24) hours notice is given personally to the employee, time and one (1 1/2) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of her/his new schedule.

16.09 Workload: Where an employee or group of employees covered by this agreement and governed by an Ontario College under the Health Disciplines Act or related legislation, has cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problem may be discussed by the Labour/Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged assignment.

ARTICLE 17

PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay: For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the

regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

17.02 Overtime Premium: Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

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

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

17.03 Reporting Pay: Part-time employees who report for any scheduled shift will be guaranteed at least *four*(4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one (1) hour prior notice not to report to work.

17.04 Standby: An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby.

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

17.05 Call Back:
(a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work, or four (4) hours pay at the rate

of time and one-half their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

(b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time from the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two (2) call-back premiums within one such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.

(c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2-1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

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

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

17.08 Overtime - Lieu Time: Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked in lieu of overtime pay.

17.09 Paid Time to Working Time: Employees absent on approved leave paid by the Employer or by The Workers' Compensation Board shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during

such leave of absence. No pyramiding shall result from the application of this provision.

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

17.10 Weekend Premium: Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

17.11 Ambulance Escort: Where an employee is assigned to provide care for a patient in transit, the following provisions shall apply:

(a) Where the employee performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the employee performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

(b) Where such duties extend beyond her regular shift, the Hospital will not require an employee to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.

(c) Hours spent between the time the employee is relieved of patient care responsibilities and the time the employee returns to the hospital or to such other location agreed upon between the Hospital and the employee will be paid at the straight time or at appropriate overtime rates, if applicable under Article 17.01. It is understood that the employee shall return to the hospital or to such other location agreed upon between the Hospital and the employee at the earliest opportunity. Prior to the employee's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the employee, the Hospital will establish the arrangements for return travel.

(d) The employee shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

ARTICLE 18

ALLOWANCES

18.01

Meal Allowance:

(a) When an employee is required to and does work for (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

(b) Notwithstanding the foregoing, where the overtime assignment is for a period of (3) hours, no more or less, the employee is not required to take a hot meal if available, and may claim the five dollars (\$5.00) payment.

18.02

Uniform Allowance: Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$35.00 per year in a lump sum payment in the first pay period of November of each year.

18.03

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

ARTICLE 19

HEALTH AND SAFETY

19.01

Accident Prevention - Health and Safety Committee:

(a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the

applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention- Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

(g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

(h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

(i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing: The Hospital agrees to continue its present practices with respect to the provisions of protective clothing and safety devices to employees, subject to the provisions set out with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

ARTICLE 20

HOLIDAYS

20.01 (a) If a part-time employee is required to work on any of the holidays listed in Article 20.01 (b) the employee shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.

(b) The following holidays shall be recognized by the Hospital as paid holidays:

New Year's Day	Good Friday
Victoria Day	Dominion Day
August Civic Holiday	Labour Day
Thanksgiving Day	Armistice Day
Christmas Day	Boxing Day
Floating Day	2nd Monday in June

(c) Christmas & New Year's Scheduling: The Hospital will endeavour to ensure employees do not work for not less than three consecutive days at either Christmas or New Year's. The Hospital will endeavour to give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day.

(d) Float/Statutory Holidays will be scheduled in accordance with the employees request provided that the day requested can be accommodated and that the employee's request is submitted to the Department Head in writing prior to the posting of the schedule in accordance with the collective agreement.

ARTICLE 21

VACATIONS

21.01 Part-time Vacation Pay: Subject to maintaining any superior conditions concerning vacation entitlement, vacation entitlement shall be as follows:

A part-time employee who has completed less

than 5,175 hours of continuous service as of December 31 shall receive 4% of gross earnings.

A part-time employee who has completed 5,175 hours but less than 13,800 hours of continuous service as of December 31 shall receive 6% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1990, the service requirement for 6% of gross earnings shall be 3450 hours of continuous service.

A part-time employee who has completed 13,800 hours but less than 25,875 hours of continuous service as of March 31st shall receive 8% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for 8% of gross earnings shall be 8625 hours of continuous service.

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

A part-time employee who has completed 43,125 hours of continuous service or more as of March 31st shall receive 12% of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

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

21.02 (a) Vacation pay shall be given to the employee at the end of each fiscal year

(b) Employees may arrange for vacation time off without pay with two (2) weeks after one (1) year of service, three (3) weeks after three (3) years of service, and four (4) weeks after ten (10) years of service, and five (5) weeks after twenty (20) years of service.

(c) When calculating vacation pay, no account shall be taken of any vacation pay previously paid.

(d) Where vacation pay is issued on a regular pay cheque the amount of vacation pay payable shall be identified apart from regular earnings.

21.03 Vacations: When an employee transfers from one department to another after vacation entitlement is booked, that employee must abide by departmental seniority, in the department to which he/she is transferring. In booking vacation for the year that the transfer took place, each year thereafter, hospital seniority shall prevail.

21.04 Vacation Scheduling: The following principles will be utilized in determining vacation scheduling:

(a) The vacation year shall be January 1 to December 31 of each year.

(b) The number of employees off at any one time will be in accordance with departmental policy.

(c) Vacation lists will be posted January 1.

(d) Employees will submit their vacation requests by February 1.

(e) Vacation approvals will be given by February 15

(f) Vacation will be booked in accordance with employee seniority prior to February 1.

(g) During prime time (June 15 to September 15), employees will be allowed to book up to two (2) weeks vacation in accordance with seniority and also will be allowed to book outside of prime time in accordance with seniority. Once all employees have had an opportunity to book vacation during prime time then employees, on a seniority basis, will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.

21.05 Approved Leave of Absence During Vacation: Where an employee's vacation period has been scheduled and

signed by the Hospital and the Union

Proof of inability to perform regular or modified duties, such as medical doctor's certificate or other medical documentation, that is satisfactory to the Hospital, may be required if the employee is absent for three days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for the employee to qualify for benefits."

23.04 Pay for Medical Certificates: The Hospital shall pay the full cost of any medical certificates required of an employee.

ARTICLE 24
GRID

PROGRESSION ON THE WAGE
GRID

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

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

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

ARTICLE 25

COMPENSATION

25.01 Experience Pay: An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification: An employee who is promoted to a higher rated classification within the

bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

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

25.04 Job Classification:
(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

(c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

(d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

ARTICLE 26

GENERAL CLAUSE

26.01

Payment of Wages:

(a) It is mutually agreed that employees shall be paid bi-weekly and the method of computation for bi-weekly pay shall be arrived at by taking the monthly rate and multiplying it by 12 and dividing it by 26 and this will constitute a bi-weekly pay.

(b) Regular pay days shall be every second Friday during the term of this agreement.

(c) Employees shall be paid by bank deposit in the bank of the employee's choice and each employee shall be issued with a statement showing earnings, deductions, and net pay. The bank to be within the municipality of residence or hospital operation.

26.02

Letters of Reprimand: A notice of discipline will remain part of the employee's file until the employee has worked eighteen (18) months without further discipline.

26.03

Retirement Age:

(a) The normal retirement age shall be 65 years of age.

(b) Upon notifying the Union, the Employer may, however, at his sole discretion, continue to employ on a month-to-month basis, any person after he or she has attained retirement age.

26.04

Health Examinations: When required by the Administration, the employees will submit to a physical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and vaccination, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing, the employees agree to submit to any

as a condition required from time to time by the Public Hospitals / R.S.O. 1976 and amendments) a /or latic passed th

ARTICLE 27

DURATION

27.01 Renewal: If either party desires to terminate or amend this Agreement as of or prior to the 1st of October, 2001 it shall do so within 90 days next preceding the expiry day giving written notice to the other of the nature of termination or amendment.

27.02 Term: This Agreement shall continue in effect until October 10, 2001 and shall thereafter continue from year to year until terminated or amended in writing by either party in writing notice of termination or amendment.

27.03 Retroactivity: If the Employer on a date where the existing payroll system allows for retroactivity in payroll system does not have a payroll system, the Hospital will supply the employee with a detailed explanation of the retroactive pay.

Retroactivity will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the agreement and all new employees hired since that date. Retroactivity will be paid within 90 days of the date of this agreement.

New rates shall be implemented no later than 2 pay periods (bi-weekly) from the date of this agreement.

If an eligible employee shall have terminated his/her employment since the expiry date of the agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the employer and the employee shall have 60 days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

DATED THIS 7th DAY OF July, 2000.

FOR THE UNION:FOR THE HOSPITAL:

Bob Richards
John McInnes

Lorri Piazza
Rick Greco

THE HOSPITAL
SCHEDULE " A"
PART-TIME COLLECTIVE AGREEMENT

SERVICE RATES

During the terms of this Agreement, the Hospital agrees to pay
and the Union agrees to accept the wages for the classification
as set forth in Schedule A attached hereto

<u>CLASSIFICATION</u>	<u>DATE</u>	BASIC	1 YEAR	2 YEAR
Night Resident Attendant	Apr. 1, 1996			13.64
	Apr. 1, 1997			13.78
	Oct. 11, 1997			13.85
	Apr. 1, 1998			13.99
	Oct. 11, 1998			14.13
	Apr. 1, 1999			14.27
	Oct. 11, 1999			14.41
	Oct. 11, 2000			14.70
Health Care Aide	Apr. 1, 1996	14.40	14.53	14.69
	Apr. 1, 1997	14.54	14.68	14.84
	Oct. 11, 1997	14.61	14.75	14.91
	Apr. 1, 1998	14.76	14.90	15.06
	Oct. 11, 1998	14.91	15.05	15.21
	Apr. 1, 1999	15.06	15.20	15.36
	Oct. 11, 1999	15.21	15.35	15.51
	Oct. 11, 2000	15.51	15.66	15.82
Porter	Apr. 1, 1996	14.42	14.56	14.72
	Apr. 1, 1997	14.56	14.71	14.87
	Oct. 11, 1997	14.63	14.78	14.94
	Apr. 1, 1998	14.78	14.93	15.09
	Oct. 11, 1998	14.93	15.08	15.24
	Apr. 1, 1999	15.08	15.23	15.39
	Oct. 11, 1999	15.23	15.38	15.54
	Oct. 11, 2000	15.53	15.69	15.85
Child Care Worker Dietary Aide	Apr. 1, 1996	14.42	14.56	14.72
	Apr. 1, 1997	14.56	14.71	14.87
	Oct. 11, 1997	14.63	14.78	14.94
	Apr. 1, 1998	14.78	14.93	15.09
	Oct. 11, 1998	14.93	15.08	15.24
	Apr. 1, 1999	15.08	15.23	15.39
	Oct. 11, 1999	15.23	15.38	15.54
	Oct. 11, 2000	15.53	15.69	15.85

Ward Aide Special Dietary Help	Apr. 1, 1996	14.47	14.60	14.75
	Apr. 1, 1997	14.61	14.75	14.90
	Oct. 11, 1997	14.68	14.82	14.97
	Apr. 1, 1998	14.83	14.97	15.12
	Oct. 11, 1998	14.98	15.12	15.27
	Apr. 1, 1999	15.13	15.27	15.42
	Oct. 11, 1999	15.28	15.42	15.57
	Oct. 11, 2000	15.59	15.73	15.88
Laundry Help 1	Apr. 1, 1996	14.49	14.62	14.77
	Apr. 1, 1997	14.63	14.77	14.92
	Oct. 11, 1997	14.70	14.84	14.99
	Apr. 1, 1998	14.85	14.99	15.14
	Oct. 11, 1998	15.00	15.14	15.29
	Apr. 1, 1999	15.15	15.29	15.44
	Oct. 11, 1999	15.30	15.44	15.59
	Oct. 11, 2000	15.61	15.75	15.90
Sanitary Collector	Apr. 1, 1996	14.49	14.63	14.80
	Apr. 1, 1997	14.63	14.78	14.95
	Oct. 11, 1997	14.70	14.85	15.02
	Apr. 1, 1998	14.85	15.00	15.17
	Oct. 11, 1998	15.00	15.15	15.32
	Apr. 1, 1999	15.15	15.30	15.47
	Oct. 11, 1999	15.30	15.45	15.62
	Oct. 11, 2000	15.61	15.76	15.93
Cleaner I	Apr. 1, 1996	14.53	14.67	14.82
	Apr. 1, 1997	14.68	14.82	14.97
	Oct. 11, 1997	14.75	14.89	15.04
	Apr. 1, 1998	14.90	15.04	15.19
	Oct. 11, 1998	15.05	15.19	15.34
	Apr. 1, 1999	15.20	15.34	15.49
	Oct. 11, 1999	15.35	15.49	15.64
	Oct. 11, 2000	15.66	15.80	15.95
Psychiatric Attendant	Apr. 1, 1996	14.55	14.69	14.84
	Apr. 1, 1997	14.70	14.84	14.99
	Oct. 11, 1997	14.77	14.91	15.06
	Apr. 1, 1998	14.92	15.06	15.21
	Oct. 11, 1998	15.07	15.21	15.36
	Apr. 1, 1999	15.22	15.36	15.51
	Oct. 11, 1999	15.37	15.51	15.67
	Oct. 11, 2000	15.68	15.82	15.98

Rehabilitation Attendant	Apr. 1, 1996	14.55	14.69	14.84
	Apr. 1, 1997	14.70	14.84	(14.99)
	Oct. 11, 1997	14.77	14.91	15.06
	Apr. 1, 1998	14.92	15.06	15.21
	Oct. 11, 1998	15.07	15.21	15.36
	Apr. 1, 1999	15.22	15.36	15.51
	Oct. 11, 1999	15.37	15.51	15.67
	Oct. 11, 2000	15.68	15.82	15.98
Orderly Storekeeper	Apr. 1, 1996	14.88	15.03	15.16
	Apr. 1, 1997	15.03	15.18	15.31
	Oct. 11, 1997	15.11	15.26	15.39
	Apr. 1, 1998	15.26	15.41	15.54
	Oct. 11, 1998	15.41	15.56	15.70
	Apr. 1, 1999	15.56	15.72	15.86
	Oct. 11, 1999	15.72	15.88	16.02
	Oct. 11, 2000	16.03	16.20	16.34
Laundry Washer	Apr. 1, 1996	14.97	15.12	15.26
	Apr. 1, 1997	15.12	15.27	15.41
	Oct. 11, 1997	15.20	15.35	15.49
	Apr. 1, 1998	15.35	15.50	15.64
	Oct. 11, 1998	15.50	15.66	15.80
	Apr. 1, 1999	15.66	15.82	15.96
	Oct. 11, 1999	15.82	15.98	16.12
	Oct. 11, 2000	16.14	16.30	16.44
Nurse's Aide - SPD	Apr. 1, 1996	15.02	15.16	15.29
	Apr. 1, 1997	15.17	15.31	15.44
	Oct. 11, 1997	15.25	15.39	15.52
	Apr. 1, 1998	15.40	15.54	15.68
	Oct. 11, 1998	15.55	15.70	15.84
	Apr. 1, 1999	15.71	15.86	16.00
	Oct. 11, 1999	15.87	16.02	16.16
	Oct. 11, 2000	16.19	16.34	16.48
Non-qualified Dispatcher	Apr. 1, 1996	14.87	15.10	15.33
	Apr. 1, 1997	15.02	15.25	15.48
	Oct. 11, 1997	15.10	15.33	15.56
	Apr. 1, 1998	15.25	15.48	15.72
	Oct. 11, 1998	15.40	15.63	15.88
	Apr. 1, 1999	15.55	15.79	16.04
	Oct. 11, 1999	15.71	15.95	16.20
	Oct. 11, 2000	16.02	16.27	16.52

Ambubus	Apr. 1, 1996	15.12	15.26	15.41
Handyperson Laundry	Apr. 1, 1997	15.35	15.49	15.64
	Oct. 11, 1997	15.35	15.49	15.64
	Apr. 1, 1998	15.60	15.64	15.80
	Oct. 11, 1998		15.80	15.96
	Apr. 1, 1999	15.82	15.96	16.12
	Oct. 11, 1999	15.98	16.12	16.28
	Oct. 11, 2000	16.30	16.44	16.61
Second Cook	Apr. 1, 1996	15.15	15.29	15.43
	Apr. 1, 1997	15.30	15.44	15.58
	Oct. 11, 1997	15.38	15.52	15.66
	Apr. 1, 1998	15.53	15.68	15.82
	Oct. 11, 1998	15.53	15.84	15.98
	Apr. 1, 1999		16.00	16.14
	Oct. 11, 1999	16.01	16.16	16.30
	Oct. 11, 2000	16.33	16.48	16.63
Maintenance I	Apr. 1, 1996	15.28	15.42	15.58
	Apr. 1, 1997	15.43	15.57	15.74
	Oct. 11, 1997	15.51	15.65	15.82
	Apr. 1, 1998	15.67	15.81	15.98
	Oct. 11, 1998	15.83	15.97	16.14
	Apr. 1, 1999	15.99	16.13	16.30
	Oct. 11, 1999	16.15	16.29	16.46
	Oct. 11, 2000	16.47	16.62	16.79
Detox Attendant	Apr. 1, 1996	14.57	15.16	15.78
	Apr. 1, 1997	14.72	15.31	15.94
	Oct. 11, 1997	14.79	15.39	16.02
	Apr. 1, 1998	14.94	15.54	16.18
	Oct. 11, 1998	15.09	15.70	16.34
	Apr. 1, 1999	15.24	15.86	16.50
	Oct. 11, 1999	15.39	16.02	16.67
	Oct. 11, 2000	15.70	16.34	17.00
First Cook	Apr. 1, 1996	15.97	16.12	16.28
	Apr. 1, 1997	16.13	16.28	16.42
	Oct. 11, 1997	16.21	16.36	16.50
	Apr. 1, 1998	16.37	16.52	16.67
	Oct. 11, 1998	16.53	16.69	16.84
	Apr. 1, 1999	16.70	16.86	17.01
	Oct. 11, 1999	16.87	17.03	17.18
	Oct. 11, 2000	17.21	17.37	17.52
Special Nurse's				

Aide- SPD	Apr. 1, 1996			16.31	
	Apr. 1, 1997			16.47	
	Oct. 11, 1997			16.55	
	Apr. 1, 1998			16.72	
	Oct. 11, 1998			16.89	
	Apr. 1, 1999			17.06	
	Oct. 11, 1999			17.23	
	Oct. 11, 2000			17.57	
Registered					
Practical Nurse	Apr. 1, 1996	16.08	16.22	16.37	
	Apr. 1, 1997	16.24	16.38	16.53	
	Oct. 11, 1997	16.32	16.46	16.61	
	Apr. 1, 1998	16.48	16.62	16.78	
	Oct. 11, 1998	16.64	16.79	16.95	
	Apr. 1, 1999	16.81	16.96	17.12	
	Oct. 11, 1999	16.96	17.13	17.29	
	Oct. 11, 2000	17.32	17.47	17.64	
Dispatcher	Apr. 1, 1996	16.19	16.42	16.65	
	Apr. 1, 1997	16.35	16.58	16.82	
	Oct. 11, 1997	16.43	16.66	16.90	
	Apr. 1, 1998	16.59	16.83	17.07	
	Oct. 11, 1998	16.76	17.00	17.24	
	Apr. 1, 1999	16.93	17.17	17.41	
	Oct. 11, 1999	17.10	17.34	17.58	
	Nov 1, 1999	17.28	17.63	18.03	
		Oct. 11, 2000	17.63	17.98	18.39
Maintenance II	Apr. 1, 1996	16.95	17.10	17.28	
	Apr. 1, 1997	17.12	17.27	17.43	
	Oct. 11, 1997	17.21	17.36	17.52	
	Apr. 1, 1998	16.61	16.76	16.92	
	Oct. 11, 1998	17.55	17.71	17.88	
	Apr. 1, 1999	17.73	17.89	18.06	
	Oct. 11, 1999	17.91	18.07	18.24	
	Oct. 11, 2000	18.27	18.43	18.60	
Third Class Engineer	Apr. 1, 1996			18.18	
	Apr. 1, 1997			18.36	
	Oct. 11, 1997			18.45	
	Apr. 1, 1998			17.82	
	Oct. 11, 1998			18.82	
	Apr. 1, 1999			19.01	
	Oct. 11, 1999			19.20	
	Oct. 11, 2000			19.58	

Quality Care Attendant	Apr. 1, 1996	17.76	18.02	18.26
	Apr. 1, 1997	17.94	18.20	18.44
	Oct. 11, 1997	18.03	18.29	18.53
	Apr. 1, 1998	17.41	17.66	17.90
	Oct. 11, 1998	18.39	18.65	18.91
	Apr. 1, 1999	18.57	18.84	19.10
	Oct. 11, 1999	18.76	19.03	19.29
	Oct. 11, 2000	19.14	19.41	19.68
	EMCA	Oct. 11, 1995	18.41	18.98
Jan. 1, 1999		18.59	19.17	19.74
Jan. 1, 2000		18.84	19.43	20.01
Jan. 1, 2001		19.21	19.81	20.40
Tradesperson	Apr. 1, 1996			19.02
	Apr. 1, 1997			19.21
	Oct. 11, 1997			19.31
	Apr. 1, 1998			18.64
	Oct. 11, 1998			19.70
	Apr. 1, 1999			19.90
	Oct. 11, 1999			20.10
	Oct. 11, 2000			20.50
EMCA Lead Hand	Oct. 11, 1995	18.71	19.28	19.84
	Jan. 1, 1999	18.89	19.47	20.04
	Jan. 1, 2000	19.14	19.73	20.31
	Jan. 1, 2001	19.51	20.11	20.70
Electrician	Apr. 1, 1996			19.20
	Apr. 1, 1997			19.39
	Oct. 11, 1997			19.49
	Apr. 1, 1998			18.82
	Oct. 11, 1998			19.88
	Apr. 1, 1999			20.08
	Oct. 11, 1999			20.28
Oct. 11, 2000			20.69	

LETTER OF AGREEMENT

Re: LIABILITY INSURANCE

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

DATED THIS 7th DAY OF July, 2000

FOR THE UNION:

Bob Richards
John McInnes

FOR THE HOSPITAL:

Lorri Piazza
Rick Greco

MEMORANDUM OF UNDERSTANDING
E: SHIFT PREMIUM

Central Provisions
Full-Time and Part-Time

This letter shall be attached to and form part of the collective agreement.

This Letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on May 2, 1989.
3. Hospitals who were paying a shift premium on the 11:00 a.m. to 7:00 p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October 11, 1987.

Dated: February 5, 1996.

FOR THE UNION

Paul Middleton

Gabby DiBerardino

FOR THE HOSPITAL

Don Muio

Lorri Piazza

LETTER OF AGREEMENT

BETWEEN
THE HOSPITAL

- and -

S.E.I.U. LOCAL 268

The parties agree to the following terms and conditions that will govern the scheduling of employees working extended tours at the Hospital:

1. Introduction and Discontinuation Language -
 - (a) A compressed work week shall be introduced when:
 - i) **seventy-five** percent (75%) of the employees so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonably arbitrary manner.
 - (b) A compressed work week may be discontinued when:
 - i) sixty-five percent (65%) of the employees so indicate by secret ballot; or
 - ii) the Hospital, because of:
 - (a) adverse effects on patient care
 - b) inability to provide a workable staffing schedule
 - c) where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule.
 - (c) when notice of discontinuation is given by either the Union or the Hospital in accordance with paragraph b) above, then the parties shall meet within *two (2)* weeks of the giving of notice to review the request for

discontinuation, and where it is determined that the compressed work week will be discontinued, affected employees shall be given four (4) weeks notice before the schedules are so amended.

2. (a) The regular hours of work shall be 11.25 paid hours.
(b) There shall be 45 minutes paid rest time and 45 minutes unpaid rest time.

- 2 -

3. The probationary period will be 337.5 hours.
4. Overtime will be paid only after 11.25 hours per day and if there is a balancing tour in the schedule then it will be paid after the 7.5 hours worked on the balancing tour.
5. Sick Leave - For the purposes of HOODIP, an employee working extended tours shall be paid in accordance with seniority for fifty (50) extended tours or 562.50 hours.
6. Statutory Holidays - Full-time Employees who work on a statutory holiday will be paid time and one half for hours worked on that day and receive a lieu day which will be scheduled on the balancing tour, if any. Part-time Employees who work on a statutory holiday will be paid time and a half for hours worked on that day. The Statutory Holiday is defined as the shift on which the majority of hours of the shift fall on the statutory holiday.
7. Shift Premium - For purposes of this clause, the normal day shift will be the extended shift.
8. Vacations - A vacation week with pay will be the equivalent of 37.5 hours.

DATED THIS 13th DAY OF July, 2000.

FOR THE UNION:

Bob Richards

FOR THE HOSPITAL:

Rick Greco

LETTER OF AGREEMENT

- between -

THE HOSPITAL

- and -

S.E.I.U. LOCAL 268

RE: Article 10

Initial job vacancies identified as per Article 10.01 (b) will be posted and the secondary vacancy (or vacancies) will be offered as recall to employee(s) on layoff, as per Article 10.05 (c).

DATED THIS 13th DAY OF July, 2000.

FOR THE UNION:

Bob Richards

FOR THE HOSPITAL:

Rick Greco

MEMORANDUM OF UNDERSTANDING

LOCAL NEGOTIATING COMMITTEE

ARTICLE 7.04

Where the Parties agree to the Thessalon Bargaining Unit and the Sault Ste. Marie General Hospital and Plummer Memorial Public Hospital Bargaining Units jointly participating in local negotiations then the Thessalon Bargaining Unit will have one representative on the Union Local Negotiating Team.

Dated: February 5, 1996.

FOR THE UNION

Paul Middleton
Gabby DiBerardino

FOR THE HOSPITAL

Don Muio
Lorri Piazza

MEMORANDUM OF UNDERSTANDING

ARTICLE 11.07

FULL-TIME AND PART-TIME

The Parties agree that the trial period may be extended on mutual agreement of the Union, Employee and Hospital. Any extension will be in writing and specify the length of the extension.

Further, the Parties agree there is no trial period for new hires as implied by Article 11.07. New employees fall under **Article 9.01 - Probationary Period**.

Dated: February 5, 1996

FOR THE UNION

Paul Middleton
Gabby DiBerardino

FOR THE HOSPITAL

Don Muio
Lorri Piazza

MEMORANDUM OF UNDERSTANDING

Article 16.03

Full-Time and Part-time

The parties agree that the sixteen (16) hours off requirement between shifts of 7.5 hours applies to any two or three shift rotation between days, evenings and nights as per Article 16.03. Further the parties agree that changes from the day shift to another day shift require only a minimum of twelve (12) hours off between shifts, whereby day shift is defined as any shift with a start time between 6:00 a.m. and 11:00 a.m. The minimum of twelve (12) hours off between shifts applies to 7.5 hour shifts as well as shifts of less than 7.5 hours. Where 12 hours is not granted, the employee shall be paid such hours worked at a rate of time and one-half.

FOR THE UNION

Lorri Piazza

FOR THE HOSPITAL

Janice Carr

Leslie Mancini

Paul Middleton

Charlene MacDonald

Dated: July 2, 1999

MEMORANDUM OF UNDERSTANDING

Re: Article 10.01 and 10.04

Pursuant to the award of the Adams Board dated October 5, 1999 in the event of any dispute between the parties regarding the **implementation** of Article 10.01 and 10.04 the matter shall be referred to a Board of Arbitration chaired by G. Charney, and nominees J. Sack and R. Filion.

Dated this 7th day of July, 2000.

FOR THE UNION

Bob Richards
John McInnes

FOR THE HOSPITAL

Lorri Piazza
Rick Greco

LETTER OF AGREEMENT

It is agreed that the Hospital and the Union will conduct a review of all Letters of Understanding, Memorandums of Agreement, Letter of Intent, Memorandums of Understanding with respect to renewal or deletion.

DATED THIS 7th DAY OF July, 2000

FOR THE UNION:

Bob Richards

John McInnes

FOR THE HOSPITAL:

Lorri Piazza

Rick Greco