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COLLECTIVE AGREEMENT

BETWEEN:

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

(hereinafter called the "Employer")

OF THE ONE PART

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 220

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

(hereinafter called the "Union")

OF THE OTHER PART

WHEREAS the Union is the bargaining agent for a bargaining unit of employees referred to in a certain Certificate issued by the Ontario Labour Relations Board on the seventh day of September, 1954;

AND WHEREAS the Employer is willing to bargain collectively through the Union with respect to the said employees with respect to the matters herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

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

ARTICLE 2 - BARGAINING UNIT

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

- 2:02 (a) Where a full time bargaining unit employee is absent from work for an extended period of time for any reason, including maternity/adoption leave and workplace safety and insurance board benefits, or where bargaining unit work becomes available on a special non-recurring project basis for a period of time not to exceed six (6) months, and the Employer wishes to have a part time bargaining unit employee or a series of part time bargaining unit employees work full time hours on a temporary basis to cover for the absence, or the project, as the case may be, the Associate Executive Director, Human Resources of the Hospital or his/her designate and the Union Chairperson or his/her designate will meet to discuss the Employer's proposal. The Union agrees that it will not unreasonably withhold its consent to the proposal. Where both parties agree to the proposal, it will be implemented, and the part time bargaining unit employee or employees who are scheduled to work the full time hours during the course of the absence, or the project, as the case may be, will continue to be covered under the terms of the part time bargaining unit collective agreement. In each case a Letter of Understanding confirming these arrangements will be signed by the Associate Executive Director, Human Resources of the Hospital or his/her designate and the Chairperson of the Union or his/her designate. The term of six (6) months for the project may be extended by mutual agreement of the Union and Employer.
- (b) The selection of the part time bargaining unit employee or series of employees as the case may be, who are to work the full time hours as agreed to in Article 2:02 (a) above will be made by the Employer after consultation with the Union Committee Chairperson.
- (c) In the event no qualified part time bargaining unit employee is interested in working full time hours on a relief basis to cover for the particular absence or project, as the case may be, the Employer may hire from outside the Hospital and any person hired from outside shall be deemed to come under the part time bargaining unit Collective Agreement irrespective of his or her hours of work.
- (d) The period of employment of any person hired from outside the Hospital to cover for the absence of a full time employee will not exceed the absent full time employee's time away from work.

- (e) Any person hired from outside the Hospital shall have no right to bid on any posted jobs under the full time Collective Agreement during the period that he or she is filling in for the absent full time employee, or working on the project, as the case may be. Furthermore, during that same period, the person hired from outside may be discharged or released by the Employer and, notwithstanding any other provision of the full time or part time Collective Agreements, such discharge or release shall not be the subject of a grievance or arbitration.
- (f) The Employer will outline in writing to the individual or individuals who will be working full time hours during the course of the absence or the project, as the case may be, the expected duration of such employment as well as the classification concerned and rate of pay and the Union Chairperson will also be given a copy of the letter.

ARTICLE 3 - RECOGNITION

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

ARTICLE 4 - UNION SECURITY

- 4:01 The Hospital shall deduct an amount equivalent to regular monthly union dues for the term of this Agreement according to the following conditions:
 - (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.

- (c) Union dues will be deducted from the employee's pay on the first pay period ending in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following.
- (d) The Hospital agrees when forwarding union dues to submit a list indicating the names and change of addresses and classifications of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

4:02 Regular monthly union dues referred to in this article, shall mean the regular monthly union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

4:03 The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.

4:04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

4:05 T-4 slips issued annually to employees shall show deductions made for union dues.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

ARTICLE 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

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

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

6:02 Hire, discharge, transfer, promote, demote, classify, assign or discipline employees, provided that a claim of a discriminatory transfer, promotion, demotion, or classification or a claim that an employee who has completed the probationary period within the

bargaining unit has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

- 6:03 Exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement, and without restricting the generality of the foregoing the Employer retains the right to generally operate the Hospital in a manner consistent with the obligations of the Employer to the general public in the community served.
- 6:04 Refuse to carry out any term of this Agreement in case of any labour dispute or condition arising beyond the control of the Employer.

ARTICLE 7 - UNION REPRESENTATION

- 7:01 The Union shall elect or otherwise select a Union Committee of six employees; it being understood that one committee member will be from the Continuing Care Centre. The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement, including the negotiations for, or renewal of this Agreement.
- 7:02 The Union shall elect or otherwise select from amongst employees, sixteen (16) Stewards, eleven (11) of whom shall be from the Active Treatment Unit including five (5) Stewards at Large; four (4) from the Continuing Care Centre of the Hospital including one (1) Steward at Large and one (1) from the Ambulance Service.
- 7:03 It is agreed that the Union Representative of Local 220, may be present with the Committee at the request of either the Union or the Employer.
- 7:04 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and all activities of members of the Union Committee and Stewards will be carried on outside regular working hours, unless otherwise mutually agreed. Members of the Union Committee and Stewards will not leave their duties without first obtaining permission from the Supervisor of the Department or Unit in which they are working, and upon completion of such Union business shall report back to that official.
- 7:05 (a) Each member of the said Union Committee shall receive his/her regular pay for all regularly scheduled working hours lost due to his/her attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.
- (b) A Steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the

Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

- 7:06 The Union agrees to supply the Employer with the names of the members constituting the Committee and Stewards in duplicate, and will keep such list up to date at all times. It is mutually agreed that one of the duplicate copies shall be posted on the Union bulletin board by the Union.
- 7:07 The Committee and the Employer shall meet once each month at times mutually agreed on, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party, containing an agenda of the subjects to be discussed and the meeting will be held as soon as possible after the receipt of the letter.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable,
- 8:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate Supervisor the opportunity of adjusting his/her complaint. If an employee has a complaint, such complaint shall be discussed with his/her immediate Supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within fourteen (14) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him/her when meeting with the immediate Supervisor to attempt to adjust his/her complaint.
- 8:03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his/her Department Head or designate. The nature of the grievance and the remedy sought shall be set out in the grievance. In addition, the employee will endeavour to set out the section or sections of the Agreement which are alleged to have been violated. The Department Head or designate will deliver his/her decision in writing within seven (7) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Associate Executive Director Human Resources or his/her designate who will deliver a decision in writing within seven (7) calendar days of his/her receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 3

Within seven (7) calendar days following the decision under Step No. 2, the grievance must be submitted to the Executive Director or his/her designate to be discussed at a meeting between the Executive Director or his/her designate, the said Steward, the grievor(s) and the Union Committee within seven (7) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired. The Executive Director or his/her designate shall give his/her written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such fourteen (14) day period, the grievance shall be deemed to have been abandoned.

Policy Grievance

8:04 A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 3 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself/herself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

Discharge Grievance

8:05 A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of his/her discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

Group Grievance

- 8:06 Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No .2 within 10 calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.
- 8:07 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.
- 8:08 Where an employee is subject to a suspension or discharge penalty, he/she shall be entitled upon his/her request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his/her right to request such representation.

ARTICLE 9 - ARBITRATION

- 9:01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairperson.
- 9:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9:03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9:04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9:05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairperson

will be final and binding upon the parties hereto and the employee or employees concerned.

9:06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

ARTICLE 10 - SENIORITY

10:01 An employee will be considered on probation until after he/she has completed four hundred and fifty (450) hours of work in the full time bargaining unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he/she was last hired by the Hospital. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

10:02 It is mutually agreed that seniority will be recognized on a pro rata basis, for permanent part time employees regularly employed for more than twenty-four (24) hours per week who are subject to the terms of this Agreement for purposes of paid holidays, wages, vacation, sick leave and group life insurance with the employee having the option of \$2,000.00 or \$10,000.00 coverage.

10:03 An employee working within an occupation not covered by this Agreement who is transferred into a classification covered by this Agreement, shall be deemed to have acquired and accumulated seniority in the same manner as if since the date of his/her employment by the Employer he/she had been continuously employed in the classification to which he/she is transferred, provided employees so transferred after May 1, 1974 shall be credited with seniority only while within the bargaining unit for the following purposes only:

- (i) Lay-offs and recalls,
- (ii) Determination as to dates vacation to be granted.

10:04 If an employee transferred to a position which is not subject to this Agreement, is subsequently transferred to a position which is subject to this Agreement, the employee shall be deemed to have acquired and accumulated seniority in the same manner as if since the date of his/her employment by the Employer he/she had been continuously employed in the classification to which he/she is transferred.

10:05 Seniority lists will be posted on the official bulletin boards in the Active Treatment Unit and the Continuing Care Centre and will be revised at least semi-annually according to the records of the Employer. Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the current date of posting.

- 10:06 Any complaint or grievance having to do with the observance or non-observance of seniority rules may be treated as a grievance and dealt with accordingly.
- 10:07 The Employer will supply copies of the Seniority List to the Chairperson of the Union Committee and the Local Union Office.
- 10:08 (a) An employee who transfers from full time to part time status on or after January 1, 1980 will be given credit for the full time seniority he/she had prior to the transfer on the basis of one (1) year of full time seniority = 1650 hours worked as part time.
- (b) An employee who transfers from part time to full time status on or after January 1, 1980 will be given credit for the part time seniority he/she had prior to the transfer on the basis of 1650 hours worked as a part time = one (1) year of full time seniority. For purposes of calculating the credit to be given, the Hospital will take the hours worked by the employee which are listed on the most recent part time Seniority List prior to the date of the transfer and add to them the part time hours worked by the employee from the date of that list to the date of the transfer.

ARTICLE 11 - LOSS OF SENIORITY AND EMPLOYMENT RIGHTS

- 11:01 An employee shall lose all service and seniority and shall be deemed to have been terminated if he/she:
- (a) has been laid off for 24 months;
 - (b) resigns;
 - (c) is discharged and not reinstated through the grievance and arbitration procedure;
 - (d) is retired;
 - (e) is absent from scheduled work for a period of 3 or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason for the absence;
 - (f) if an employee has been laid off and fails to return to work within 7 calendar days after the employee has been notified by the Hospital through registered mail addressed to his/her last address on the records of the Hospital and fails to comply with Article 12:03 (g);
 - (g) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital.

ARTICLE 12 - LAYOFF AND RECALL

12:01 **Notice of Layoff**

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

12:02 **Severance and Retirement Options**

- (a) Severance Pay
Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months service with the Hospital, who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.
- (b) Retirement Allowance
Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature, may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits his/her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six weeks on the basis of the employee's normal weekly earnings. In addition, full time employees will receive lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.

Note: The hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.
- (c) A full-time employee who has completed one year of service and:
 - (i) whose layoff is permanent, or
 - (ii) who is laid off for 26 weeks in any 52-week period, and who has not elected to receive a severance payment under either (a) or (b) of this

Article, shall be entitled to severance pay of one week's pay per year of service, minimum of two weeks to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to Severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his/her recall rights are still in effect. Once an employee does opt to receive the severance payment, he/she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

- (d) The Hospital shall make provisions with the insurers, to allow laid off employees who choose to retire under HOOPP to maintain to age 65, at the retiree's cost, his or her participation in the following Group Plans:

Extended Health Care, including Vision Care and Hearing Aid Allowance, Dental Plan, provided that the employee is currently enrolled in the benefits at the time of retirement and that the employee recognizes that the employer is not responsible for any premium payments or cancellation of coverage for missed premiums. Coverage will be cancelled immediately if premiums are not received in payroll by the established payment dates.

12:03 Layoff and Recall

- (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that the employee(s) who remain on the job have the ability to perform the work available.
- (b) An employee who is subject to layoff shall have the right to either:
- (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

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

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

- (c) An employee shall have opportunity of recall from a layoff to a vacancy, in order of seniority, provided he/she has the ability to perform the duties without training other than orientation, 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/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employee shall be hired until all those subject to recall have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his/her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within seven (7) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the Hospital.
- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days provided he/she has the ability to perform the duties without training other than orientation. Acceptance of a temporary vacancy shall not

constitute a recall from layoff unless the temporary vacancy is anticipated to exceed ninety (90) calendar days. An employee to whom a temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain his/her position on the recall list. An employee on layoff who accepts a temporary vacancy shall be paid the wage for the work and the 13% percent in lieu of benefits.

- (i) No full time employee within the bargaining unit shall be laid off for the sole purpose of assigning his/her duties to part time employees. This clause shall not restrict the Hospital from changing the compliment of full and part time positions where it can demonstrate a legitimate operation or scheduling requirement.
- (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 right of recall for a period of twenty-four (24) months from the date of layoff.
- (l) In the event of a layoff of a full time employee, the Hospital shall pay its share of insured benefit premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first. The laid off employee is responsible for advising the Hospital of his/her intent to continue the benefits for the three (3) month period and to arrange with the Hospital the appropriate payment schedule for the employee's share of the premiums.

ARTICLE 13 - VACANCIES OF STAFF

13:01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new classification within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein. If an emergency exists that may not allow for the above procedure to be followed, the Employer may fill the vacancy and the Union Committee Chairperson will be advised forthwith.

13:02 The Employer shall first consider such applications and the Employer's decision with regard to them shall be based primarily upon its opinion as to qualifications, skill, ability, experience and suitability for the particular vacancy or new job of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference provided he/she is qualified to perform the job.

- 13:03 If no applications to fill such vacancies are received from employees or, if the applicant or applications are not considered to be suitable for such vacancies, then the Employer will fill the vacancy in any manner it sees fit.
- 13:04 Employees transferred on this basis will be evaluated for a period of thirty (30) calendar days. If he/she cannot satisfactorily perform the job which he/she was awarded, the Hospital will return that person to his/her former job and the filling of the subsequent vacancy(s) will likewise be reversed.
- 13:05 Within five (5) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all Union bulletin boards.
- 13:06 Subsequent vacancies created by the filling of an initial vacancy are to be posted for three (3) consecutive calendar days.
- 13:07 An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating his/her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as at the date it is received by the Hospital and shall remain so until December 31 of each year. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.
- 13:08 An employee selected as a result of a posted vacancy need not be considered by the Hospital for a further vacancy for a period of up to six (6) months from the date of his/her appointment to the posted position.

ARTICLE 14 - PROVISIONS OF WORK

- 14:01 The Employer does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.

ARTICLE 15 - HOURS OF WORK

- 15:01 The normal hours of work shall average thirty-seven and one-half (37½) hours of work per week over the scheduling period, seven and one-half (7½) hours of work daily, exclusive of unpaid meal period.
- 15:02 It is understood that employees may be required to work more than five (5) days continuously to provide for days off on a consecutive rotation basis. For purposes of computing time, Monday shall be considered the first day of the calendar week.
- 15:03 It is agreed that days off of the employees shall be on a consecutive rotation basis provided no premium payment for overtime shall be involved.

- 15:04 For shifts affected by the change from Daylight Savings Time to Standard Time and vice versa, the employee shall be paid for hours actually worked. In the spring, the night shift shall receive one (1) hour less and in the fall, an extra hour shall be paid at the applicable regular straight time hourly rate.
- 15:05 The parties agree to waive normal scheduling procedures where seniority is a governing factor between December 20th to January 5th of each year. Scheduling assignments will be alternated from year to year for Christmas-Eve Day, Christmas Day, Boxing Day period and New Year's Eve, New Year's Day period.

ARTICLE 16 - OVERTIME CONDITIONS

- 16:01 (a) Except in the case of Engineers and Driver-Attendants, any hours worked in excess of seven and one-half (7½) hours per day or in excess of an average of thirty-seven and one-half (37½) hours per week over the scheduling period, and authorized by a senior Department Head as an emergency, will be counted as overtime worked and will be paid for at the rate of time and one-half their regular straight time hourly rate of pay.
- (b) It is understood and agreed that where Engineers and Driver-Attendants are required to work 8 hours in a day they will be paid for such time at their regular straight time hourly rate of pay. With this understanding, it is agreed that any hours worked by Engineers and Driver-Attendants in excess of 8 hours per day or in excess of an average of 40 hours per week over the scheduling period and authorized by a senior Department Head as an emergency, will be counted as overtime worked and will be paid for at the rate of time and one-half their regular straight time hourly rate of pay.
- 16:02 Any hours worked on a normally scheduled day off and authorized by a senior Department Head, will be paid for at the rate of time and one-half, computed at the regular rate for the job classification unless the employee has been absent without leave during the week in which such day worked falls.
- 16:03 Overtime payment shall be made on the basis of either daily or averaged weekly overtime hours worked, but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked. Hours worked by an employee in any work week on which overtime rates have once been allowed shall not be used again in any overtime computations.

16:04 On rotation of shifts, if an employee is required to work more than one shift within a twenty-three (23) hour period, the hours worked in the second shift will be paid at time and one-half.

16:05 Where an employee has worked and accumulated approved overtime hours, the employee will have the option of electing payment or time off equivalent to the applicable overtime rate at a mutually agreeable time. If time off has been opted for, the employee must take a full shift if coverage is required. Partial shifts are allowed only if no coverage is required. A maximum of 24 hours can be banked and must be used by the end of the calendar year or it will be paid out.

ARTICLE 17 - SHIFT PREMIUM

17:01 Effective July 1, 1999, an employee will be paid a shift premium of fifty (50) cents per hour for each hour worked, when the majority of such hours so worked falls between 1500 and 0800 hours the following day.

17:02 Effective April 1, 2001, an employee will be paid a shift premium of fifty-five (55) cents per hour for each hour worked when the majority of such hours so worked falls between 1500 and 0800 hours the following day.

ARTICLE 18 - WEEKEND PREMIUM

18:01 Effective July 1, 1999, an employee shall be paid a weekend premium of fifty (50) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

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

18:02 In regards to the new Weekend Premium provision, it is agreed that an employee may receive both a shift premium as well as a weekend premium for the same hours where he/she meets the criteria for each premium under the agreement and this would not constitute "pyramiding" under the agreement.

ARTICLE 19 - SUPERVISORS WORKING

19:01 Supervisors will not routinely perform work which is normally performed by those under their supervision, except in case of emergency or for the purpose of instructing employees.

ARTICLE 20 - REST PERIOD

20:01 Regular full time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7½) hour shift.

Other employees (including employees who work shifts in excess of seven and one-half (7½ hours) shall be entitled to paid rest periods of fifteen (15) minutes for each three and three quarters (¾) hours of work during their shift.

ARTICLE 21 - PAID HOLIDAYS

21:01 An employee who has completed thirty (30) days of employment and otherwise qualifies under Article 21:04 hereunder shall receive the following paid holidays:

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

21:02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

21:03 Holiday pay is defined as the amount of regular straight time, hourly pay (7½ hours) exclusive of shift premium which an employee would have received had he/she worked a normal shift on the holiday in question.

21:04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of his/her working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

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

21:05 An employee who qualifies and is required to work on any of the above named holidays, will at the option of the Employer, which shall take into account in its decision the request of the employees, to receive either:

- (a) pay for all hours worked on such day at the rate of one and one-half ($1\frac{1}{2}$) times his/her regular straight time rate of pay in addition to his/her regular straight time rate of pay. An employee wishing to be paid should advise their supervisor they wish to be paid prior to the statutory holiday; or
- (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. The employee may elect to bank up to a maximum of five (5) earned lieu days of seven and one-half (7½) hours each (i.e. a total of 37.5 hours);
- (c) if the bank exceeds thirty seven and one-half ($37\frac{1}{2}$) hours, the excess time will be paid out;
- (d) withdrawals from the "bank" may be made in amounts of seven and one-half ($7\frac{1}{2}$) hours or eleven and one-quarter ($11\frac{1}{4}$) hours only and are to be taken at a time that is mutually agreeable to the Hospital. An earned seven and one-half (7½) hour lieu day will be deposited into the employee's "bank" following the paid holiday in respect of which it was earned.

21:06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his/her entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

21:07 If a paid holiday falls during an employee's vacation, his/her vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

21:08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

21:09 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift. This Article will apply notwithstanding any other article in this Agreement.

21:10 Effective January 15 1992, an employee entitled to holiday pay shall not receive sick leave pay to which he/she may otherwise have been entitled.

ARTICLE 22 - TRANSFER OF SERVICE CREDITS

22:01 Effective April 1, 1999, a part time employee who transfers on or after this date to the full time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the part time bargaining unit for the purpose of progression on the wage scale (provided that as a part time employee, the employee is entitled to progress along the wage scale) according to the formula:

1650 hours worked = one (1) year of full time service

22:02 A part time employee who transfers on or after this date to the full time bargaining unit shall be given credit for service accumulated in the part time bargaining unit for the purpose of progression on the vacation pay scale according to the formula established for progression on the vacation pay scale.

1650 hours worked = one (1) year of full time service

22:03 A part-time employee who transfers on or after this date to the full time bargaining unit to work in another classification will be placed at the start of the wage grid.

ARTICLE 23 - VACATION

23:01 (a) Employees working for the Hospital in the twelve-month period preceding April 30th shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

- (i) Employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding April 30th.
- (ii) An employee with more than one (1) year of continuous service but less than eight (8) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of three (3) weeks with pay at his/her regular straight time hourly rate.
- (iii) An employee with more than eight (8) years of continuous service but less than fifteen (15) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at his/her regular straight time hourly rate.
- (iv) An employee who has completed more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous

service as of April 30th of any year shall be entitled to an annual vacation of five (5) weeks with pay at his/her regular straight time hourly rate.

- (v) An employee who has completed twenty-five (25) or more years of continuous service as of April 30th of any year shall be entitled to an annual vacation of six (6) weeks with pay at his/her regular straight time hourly rate.

23:01 (b) Effective January 15, 1992 employees working for the Hospital in the twelve-month period preceding April 30th shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

- (i) Employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding April 30th.
- (ii) An employee with more than one (1) year of continuous service but less than six (6) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of three (3) weeks with pay at his/her regular straight time hourly rate.
- (iii) An employee with more than six (6) years of continuous service but less than fifteen (15) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at his/her regular straight time hourly rate.
- (iv) An employee with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of five (5) weeks with pay at his/her regular straight time hourly rate.
- (v) An employee who has completed twenty-five (25) or more years of continuous Service as of April 30th of any year shall be entitled to an annual vacation of six (6) weeks with pay at his/her regular straight time hourly rate.

23:02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive

his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

- 23:03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workplace Safety and Insurance Board benefits), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.
- 23:04 An employee who leaves the employ of the Hospital for any reason, shall be paid the vacation allowance due to him/her at the time of his/her termination as provided herein.
- 23:05 Vacations shall not be cumulative from vacation year to vacation year, with the vacation year being May 1st to April 30th.
- 23:06 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he/she is entitled to receive on the paydays occurring during the employee's vacation period.
- 23:07 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 24 - LEAVE OF ABSENCE

Personal Leave

- 24:01 The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty days.

Bereavement Leave

24:02 In the event of a death of an employee's parent, step-parent, spouse, child, step-child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law brother-in-law (sister-in-law and brother-in-law refer to the spouse of the employee's brother or sister, or the brother or sister of the employee's spouse), daughter-in-law, and son-in-law, and upon notification to the Hospital, an employee shall be granted up to twenty-two and a half (22½) consecutive working hours off without loss of regular pay for scheduled hours in conjunction with the day of the funeral. The leave provided for in this article must be taken within seven (7) calendar days of the funeral of the deceased.

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

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

Pregnancy Leave

- 24:03 (a) Pregnancy leave will be granted in accordance with the provision of the current Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (c) The employee shall give written notification at least two (2) weeks and preferably one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery. If pregnancy related complications force the employee to stop work before she has arranged for her leave, she has two weeks from that date to give the Employer written notice, with a medical certificate, confirming the circumstances and the expected or actual date of birth.
- (d) The employee has the right to extend the pregnancy leave with parental leave for an additional eighteen (18) weeks for a leave of thirty-five (35) weeks in total. Written notice by the employee to extend the pregnancy leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

- (e) It is understood that during a pregnancy leave, credit for service for purposes of salary and vacation and sick leave increment, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue. It is further understood that the Hospital shall maintain its premium payments for applicable insured benefits provided that the employee continues to pay their portion. Seniority continues to accrue during pregnancy leave.
- (f) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 24:03 (c) or 24:03 (d) above by written notification received by the Hospital at least two weeks in advance thereof.

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

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

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

- (h) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, 1971, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week employment waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Parental/Adoption Leave

24:04 (a) Where an employee with at least thirteen (13) weeks of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. This period includes the employee's parental leave pursuant to the Employment Standards Act. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of the late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. Such request for adoption leave shall not be unreasonably withheld.

(b) It is understood that during a parental/adoption leave, credit for service for purposes of salary and vacation and sick leave increment, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue. It is further understood that the Hospital shall maintain its premium payments for applicable insured benefits provided that the employee continues to pay their portion.

Seniority continues to accrue during parental/adoption leave.

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

(d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

Jury and Witness Duty

24:05 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by

subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

Union Leave of Absence

24:06 An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority for up to two (2) years.

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

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

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

Education Leave

- 24:07 (a) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (b) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Effect of Leave of Absence

24:08 In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate service for any purpose under the Collective Agreement for the duration of such absence. The employee's service date is appropriately adjusted on a pro-rata basis, effecting benefit payments, salary, and vacation entitlement **progression**.

During such absence, the employee will be responsible for full payment of all subsidized **employee** benefits in which the employee is participating. The employee may arrange with the Hospital to prepay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave, to ensure the employee's continued coverage.

In the event of an employee's absence without pay from the Hospital exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority for any purposes under the Collective Agreement for the duration of such absence.

Notwithstanding the above, where an employee is on sick leave or receiving **WSIB**, or has qualified for **WSIB** and is awaiting payment, seniority for all purposes shall continue for a maximum of eighteen (18) months.

Note:

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

ARTICLE 25 - SICK LEAVE AND LONG TERM DISABILITY

25:01 The following is effective April 1, 1982. The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Effective the first month following the transfer the existing sick leave plan shall be terminated and any provision relating to such plan shall be null and void except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

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

- (1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
- (2) Where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out.
- (3) Where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his/her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he/she shall be entitled, on termination, to that portion of any unused sick leave dollars providing he/she subsequently achieves the necessary service to qualify him/her for pay-out under the conditions relating to such pay-out.
- (4) When an employee is absent by reason of incapacity or by reason of an accident occurring while on duty and an award is made by Workplace Safety and Insurance Board in respect thereof, such employee shall be entitled to receive the difference between his or her regular pay and the amount of such award up to but not in excess of his or her accumulated sick leave days.
- (5) Any employee suffering a compensable injury will be paid for the first day of injury by the Hospital.

25:02 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

25:03 To qualify and be paid sick leave, an employee must notify his/her Supervisor at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the A.M. shift, and two hours if on the P.M. shift, except in case of emergency. If no supervisory personnel can be reached within the employee's department, the message must be left on voice mail within the department or with the Switchboard Operator at the Hospital. This message must include the employee's name, position and reason for absence. Employees must also obtain the telephone operator's name in case of any confusion in the delivery of the message.

25:04 When a sick leave is claimed, the employee may be required to furnish proof of illness by a medical certificate, and if it is not so furnished, he/she will not be entitled to sick leave pay providing the Employer may also take such other disciplinary action as may be deemed necessary.

25:05 Notwithstanding anything else contained in this Agreement, the Hospital will continue to pay its share of the sick leave and health and welfare premiums for:

- (a) up to 15 weeks for an employee who is off ill;
- (b) up to 6 months while an employee is on Workplace Safety and Insurance Board benefits.

25:06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been waiting approval of a claim of Workplace Safety and Insurance Board benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only *if* the employee provides evidence of disability satisfactory to the Hospital and a written understanding satisfactory to the Hospital that all payments will be refunded to the Hospital following final determination of claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

Upon notification of a successful W.S.I.B. claim and receipt of monies by the Hospital, the employee's entitlement under the short term portion of HOODIP or equivalent plan will be reinstated to the extent that it was utilized to cover the pre-approval period of the W.S.I.B.

25:07 **Medical Opinion From Specialist**

The Hospital reserves the right to obtain an opinion regarding an employee's ability or inability to work from a physician in the specialty concerned and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. It is agreed that this opinion will be final provided that within a period of not more than four days following such examination the employee and/or the Union may make representation for the consideration of the physician concerned prior to release of his/her opinion. It is also agreed that the report of the specialist will be made available to the Union on request providing the specialist agrees. The parties are to mutually agree on the specialist.

ARTICLE 26 - REPORTING PAY

26:01 Employees who report for any scheduled shift will be guaranteed at least three and three quarter (3 3/4) hours of work, or if no work is available will be paid at least three and three quarter (3 3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

ARTICLE 27 - CALL BACK

27:01 An employee called back to work after leaving the premises who reports to work outside his/her normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half his/her regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

27:02 In lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within 30 days following the call-back or such longer period as may be agreed upon. Where no agreement is reached the employee shall be paid in accordance with paragraph 27:01.

27:03 An employee who is called in to work a seven and one-half (7½) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee, and who reports to work within one (1) hour after being called and who works at least six and one-half (6½) hours of that shift, will be paid for the full shift.

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

ARTICLE 28 - STANDBY PAY

28:01 When an employee is required to be on stand-by duty, the employee shall receive two dollars and forty cents (\$2.40) per hour for each hour of stand-by, in addition to any monies received by virtue of being called in to perform work on account of the stand-by duty. However, it is understood and agreed that stand-by pay will no longer be payable when the employee is called in. The Employer will provide transportation expenses to and from the Hospital for each call-back required during the periods of stand-by,

ARTICLE 29 - SUPERVISORY PAY

29:01 Effective July 1, 1999, when an employee relieves in a supervisory position for the majority of the seven and one-half hour shift or more on a continuous basis which has been authorized by the Hospital, he/she shall be paid ten percent (10%) per hour extra for each shift so worked in such supervisory position.

ARTICLE 30 - JOB ASSIGNMENT

30:01 When a non-supervisory job is filled for the majority of a seven and one-half (7 1/2) hour shift or more on a continuous basis which has been authorized by the Hospital, any employee assigned to fill such vacancy shall receive in addition to his/her regular rate of

pay the difference between the rates of pay for the two jobs if the job to which the employee is transferred is of a higher rate for all hours so worked in such higher rated non-supervisory job.

30:02 Effective July 1, 1999, where the Hospital assigns an employee to carry out the responsibilities of a Charge Hand, that employee shall receive for each hour so assigned sixty cents (\$.60) per hour in addition to the regular straight time hourly rate for his/her classification as set out in Schedule "A" of the Collective Agreement.

ARTICLE 31 - MEALS

31:01 Each employee shall be allowed thirty minutes for meals on his/her own time, whenever practicable. Meals must be eaten in the room or space provided by the Employer, unless special permission is obtained otherwise by the individual employee.

Operating Room Technician Meal Allowance

31:02 An employee working in the operating room will be granted a meal allowance of \$5.00 if called upon to work two hours of overtime.

Operating Room Technician Overtime

31:03 Where an Operating Room Technician has worked approved overtime hours, such Operating Room Technician may take equivalent time off at a mutually agreeable time within thirty (30) days following the date he/she worked the overtime or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid overtime pay. It is agreed that *equivalent* time off in this article means equivalent time off to the applicable overtime rate, i.e. where the applicable overtime rate is time and one-half then time off shall be at time and one-half.

ARTICLE 32 - UNIFORMS

32:01 (a) Effective January 15, 1992, where the Employer requires employees to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Employer. The Employer will pay an annual clothing allowance of \$70.00 to each such employee, \$35.00 of which is to be paid during the first week of January of each year, and \$35.00 of which is to be paid during the first week of July.

Effective April 1, 2001, where the Employer requires employees to wear uniforms, such uniforms will be of such texture, colour, and number as may be designated by the Employer. The Employer will pay an annual clothing allowance of \$80.00 to each such employee, \$40.00 of which is to be paid during the first week of January of each year, and \$40.00 of which is to be paid during the first week of July.

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

32:02 Three uniforms in good repair and properly marked with name tags will be laundered per week per employee of the Ambulance department without charge by the Employer.

32:03 Rubber gloves will be supplied for employees performing dishwashing duties.

ARTICLE 33 - HEALTH AND WELFARE PROGRAM

33:01 The Employer agrees to pay one hundred (100%) percent of the billing rate of billing received of the Ontario Health Insurance Plan (OHIP) for all employees eligible under the Plan.

33:02 The Employer agrees to pay ninety (90%) percent of the billing rate of the billings received of the Group Life Insurance Plan for employees eligible under the Plan.

Effective the first billing period following ratification the Employer agrees to pay one hundred (100%) percent of the billing rate of billings received of the Group Life Insurance Plan for employees eligible under the Plan.

33:03 The Employer agrees to pay seventy-five (75%) percent of the billing rate of billings received of the Blue Cross Extended Health Care Plan (\$10.00-\$20.00 deductible) for employees eligible under the Plan with coverage to include glasses at a maximum of \$60.00 every 24 months and hearing aids to a maximum of \$300.00. Effective January 1, 1987 the provision for private duty nursing services contained in the Plan shall be limited to a maximum of ninety (90) eight (8) hour shifts per year.

Effective April 1, 1989 the Employer agrees to pay seventy-five (75%) percent of the billing rate of billings received of the Blue Cross Extended Health Care Plan (\$10.00 - \$20.00 deductible) for employees eligible under the Plan with coverage to include glasses at a maximum of \$100.00 every 24 months and hearing aids to a maximum of \$300.00. Effective January 1, 1987 the provision for private duty nursing services contained in the Plan shall be limited to a maximum of ninety (90) eight (8) hour shifts per year.

33:04 The Hospital shall contribute fifty (50%) percent of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Blue Cross #9 - Current O.D.A. Schedule or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

Effective January 15, 1992 the Hospital shall contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Blue Cross #9 or its equivalent - 1 year lag on the current ODA Schedule) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

Effective the date of renewal, Dental recall changes from 6 months to 9 months recall.

33:05 (a) The Hospital agrees to pay seventy-five (75%) percent of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.

(b) Effective the first billing period following ratification the Hospital agrees to pay one-hundred (100%) percent of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.

33:06 While it is understood that the Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby are not in total decreased, before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

33:07 The policy of the Hospital to make available pension coverage for its employees subject to the provisions of the Plan will be continued during the term of this Collective Agreement.

33:08 Effective January 15, 1992, the benefit plans contained in Article 33:03 will be amended to cover dependents until age twenty-five (25) while those dependents are still attending post-secondary institutions.

ARTICLE 34 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

34:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

34:02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

- 34:03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 34:04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 34:05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 34:06 Any representative appointed or selected in accordance with 34:02 hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 34:07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 35 - PREMIUM PAYMENTS

- 35:01 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

ARTICLE 36 - JOB CLASSIFICATION AND RATES

- 36:01 Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classification and minimum and maximum rates of pay for all employees, subject to the provisions of this Agreement, effective starting on the dates indicated.
- 36:02 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. 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 rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

GENERAL**ARTICLE 37 - ACCESS TO PERSONAL FILE**

37:01 An employee shall, upon written request made a reasonable time before the time of viewing, have an opportunity to view his/her personal file in the presence of the Director of Personnel or his/her designate. The information the employee may review will be:

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

ARTICLE 38 - BULLETIN BOARDS

38:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/union membership.

38:02 Voice mail will be provided to the Chair of the full-time Union

ARTICLE 39 - CONTRACTING OUT

39:01 The Hospital shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out, other than casual employees, a layoff of any employees follows. The contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is not a breach of this provision.

The Hospital undertakes to notify the Union in advance, so far as practicable of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to a layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

39:02 Employees not covered by the terms of this Agreement, will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or an emergency when regular employees are not readily available.

ARTICLE 40 - DEFINITION OF A DAY WORKED

40:01 For purposes of this Agreement in the case of shiftwork, a day worked shall be deemed to be the day on which employment began.

ARTICLE 41 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

41:01 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.

ARTICLE 42 - DEROGATORY NOTATIONS

42:01 Derogatory notations against the conduct record of any employee more than eighteen (18) months from the date of such notation will not be considered as forming part of the conduct record of the employee.

ARTICLE 43 - RETROACTIVITY

43:01 The first year wage increase shall be effective as and from April 1, 1999, on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have a period of sixty (60) days only from the date of the mailing of the notice in which to claim from the Hospital any adjustment to their remuneration. The retroactive payments shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of ratification or release of the award to the parties as the case may be.

ARTICLE 44 - DURATION

44:01 This Agreement shall remain in effect until and including March 31, 2002 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

44:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry of the Agreement and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new Collective Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement at the City of St. Thomas, Ontario this 24th day of June, 1999.

ST. THOMAS-ELGIN
GENERAL HOSPITAL

M. Bedek

[Signature]

[Signature]

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 220

R. Hillman

R. [Signature]

Janet [Signature]

Michael [Signature]

SUPPLEMENTARY AGREEMENT

BETWEEN:

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

(hereinafter called the "Employer")

OF THE ONE PART

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 220

(hereinafter called the "Union")

OF THE OTHER PART

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

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

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

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

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

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

1. Except as hereinafter provided, the terms and conditions of the Collective Agreement effective the 1st day of April 1981, between the parties hereto, shall extend to and be binding upon the employees in the bargaining unit described in the said Certificate.
2. The date of employment of an Ambulance Officer by the Employer shall be the date used for the purposes of the Collective Agreement, this Supplementary Agreement and for all other purposes except the following:
 - (a) The parties agree to recognize continuous service while employed by Golden Acres Ambulance Services Limited, for all Ambulance Officers, for the purposes of Article 10 - Seniority and Article 23 - Vacations.
3. Article 16 - Overtime Conditions - Clause 16:04 shall not apply to Ambulance Officers.
4. Article 19 - Supervisors Working - shall be amended by adding the following new provision as Clause 19:02.

19:02 Supervisors of Ambulance Officers may be scheduled by the Employer for stand-by duty and may, in addition to cases of emergency and the instruction of employees, perform work which is normally performed by those under their supervision for the purpose of evaluating employees.
5. Equitable Assignment - "Extra shifts and stand-by duty shall be assigned as equitably as is practicable."
6. Each Ambulance Officer who is required to be away during normal meal hours shall be paid a meal allowance not to exceed \$5.00 per meal. The meal allowance will only be paid if the Paramedics cannot return back to the Hospital during normal cafeteria hours.
7. Article 32 - Uniforms - shall be amended as follows:

32:01 The Employer agrees to make available such Summer and Winter coats, three pair of trousers, four shirts, one tie and one pair of gloves, as may be specified by the Employer to Ambulance Officers who are required by the Employer to wear such clothing. The clothing shall be and remain the property of the Employer, clothing which, in the opinion of the Employer, is worn out shall be returned to the Employer before being replaced. Upon termination of employment, all clothing provided by the Employer shall be returned to the Employer.
8. Where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his/her regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off.
9. Effective April 1, 1997, following receipt of written notice of ratification and approval from the Ministry of Health, the following grids will be put in place. The stipend is

included in the rates. The municipality will be notified of the 1% effective April 1, 1998 as per Bill 152.


April 1/97	Min	6 mon/825 hr	12 mon/1650 hr	24 mo/3300 hr
Paramedic - EMCA	\$18.410	\$18.780	\$19.160	\$19.540
Paramedic - Non-EMCA	\$15.787	\$16.157	\$16.537	\$16.917
Non-EMCA	\$15.787	\$16.157		


April 1/98	Min	6 mon/825 hr	12 mon/1650 hr	24 mo/3300 hr
Paramedic - EMCA	\$18.594	\$18.968	\$19.352	\$19.735
Paramedic - Non-EMCA	\$15.945	\$16.318	\$16.702	\$17.086
Non-EMCA	\$15.945	\$16.318		

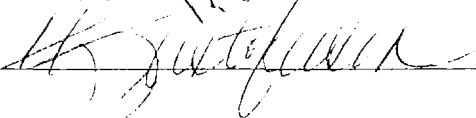
10. Article 44 - Duration- applies on the same terms and conditions to this Supplementary Agreement, with the intent that this Agreement shall expire upon the date of expiration of the Collective Agreement or any renewal thereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement at the City of St. Thomas, Ontario this 24th day of June, 1999.

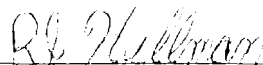
**ST. THOMAS-ELGIN
GENERAL HOSPITAL**

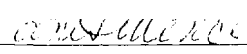







**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 220**







SCHEDULE "A"

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

SCHEDULE "A"

JOB CLASSIFICATION AND RATES OF PAY - EFFECTIVE APRIL 1, 2000					
FULL TIME					
CLASSIFICATION	MIN	6 MO.	12 MO.	18 MO.	24 MO.
RPN	17.762	17.858	17.930	18.006	
NURSING ASSISTANT, NON-REG (CSR)	15.827	15.905	15.979	16.073	
NURSING ASSISTANT, NON-REG (CCC)	15.827	15.905	15.979	16.073	
HEALTH CARE AIDE (CCC)	15.827	15.905	15.993	16.073	
ORDERLY					
ORTHOPAEDIC TECH REG.	15.765	15.843	15.936	16.011	
ORTHOPAEDIC TECH NON REG.	15.778	15.856	15.940	16.025	
O. R. TECHNICIAN	17.762	17.858	17.930	18.006	
PHARMACY HELPER	15.827	15.905	15.979	16.073	
PHYSIO/OT AIDE	15.827	15.905	15.979	16.073	
CLEANER HEAVY	15.106	15.183	15.261		
CLEANER LIGHT	15.106	15.183	15.261		
DIETARY AIDE	15.106	15.183	15.261		
DISH MACHINE OPERATOR	15.106	15.183	15.261		
SPECIAL DIET KITCHEN WORKER	15.106	15.183	15.261		
PASTRY COOK, CERTIFIED	15.917	15.996	16.073		
PASTRY COOK, NON CERT.	15.514	15.592	15.669		
COOK I, CERTIFIED	15.966	16.045	16.126		
COOK 1, NON CERTIFIED	15.559	15.638	15.717		
COOK 2	15.106	15.183	15.261		
COOK 3	15.106	15.183	15.261		
ENGINEER, 3RD CLASS	18.832	19.085			
PAINTER	17.104	17.278	17.434		
MAINTENANCE PERSON	17.121	17.288	17.437		
MAINTENANCE MECHANIC 2	18.457	18.698			
MAINTENANCE MECHANIC/HVAC	18.457	18.698			
GROUNDSPERSON	16.653	16.753	16.853		
CARPENTER	18.457	18.698			
ELECTRICIAN	18.859	19.104			
PLUMBER	18.859	19.104			
TRUCK DRIVER	15.793	15.889	15.966		
MAINTENANCE HELPER	15.606	15.683	15.761		
STORESPERSON	15.207	15.286	15.377		
PARAMEDIC, EMCA	19.094	19.468	19.852		20.235
PARAMEDIC, NON-EMCA	16.445	16.818	17.202		17.586
NON-EMCA	16.445	16.818			

SCHEDULE "A"

**JOB CLASSIFICATION AND RATES OF PAY - EFFECTIVE APRIL 1, 2001
FULL TIME**

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

LETTER OF UNDERSTANDING

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220

RE: ENGINEERS - EXTENDED SHIFTS

The parties agree that effective March 25, 1991 and subject to the necessary approvals being obtained pursuant to the Employment Standards Act of Ontario, extended shifts will be introduced for Engineers for a six (6) month trial period provided that eighty per cent (80%) of the full time Engineers and eighty per cent (80%) of the part time Engineers vote in favour of implementing the trial in a secret ballot vote to be held prior to October 19, 1990. The Hospital will endeavour to have available for examination by the Engineers, prior to the voting, the proposed schedule which would be implemented if the trial period is to take place.

2. Where the trial period is to take place, the following terms and conditions shall apply to full time Engineers working extended shifts or a mixture of extended shifts and normal 8 hour shifts in place of the corresponding provisions in the full-time Collective Agreement:

1. HOURS OF WORK

- (a) The normal hours of work in an extended shift shall be 12 hours, forty-five (45) minutes of paid meal time.
- (b) Engineers working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.
- (c) The schedule will consist of a mix of extended shifts and normal eight (8) hours shifts. The number of shifts to be scheduled and the number of weeks that the schedule is to consist of will be determined by the Hospital. It is understood and agreed that the total number of normally scheduled hours for Engineers may be less than 1950 hours over the course of a year.

2. OVERTIME

Any hours worked by an Engineer in excess of 12 hours per day or in excess of the number of normally scheduled shifts in the schedule shall be counted as overtime worked and will be paid for at the rate of time and one-half their regular straight time hourly rate of pay. Overtime payment will be made on the basis of either the daily overtime hours worked or the overtime hours worked in excess of the normally scheduled shifts in the schedule but an Engineer will not be paid both types of overtime for the same overtime hours worked.

Furthermore, hours worked by an Engineer on which overtime rates have once been allowed shall not be used again in any overtime computations.

3. PROBATIONARY PERIOD

For Engineers working extended shifts, the probationary period will be 450 hours, exclusive of overtime hours, within any twelve (12) calendar months.

4. SHIFT PREMIUM

See current Collective Agreement.

5. BEREAVEMENT LEAVE

For Engineers working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement for two (2) extended shifts, i.e. 24 hours.

6. SICK LEAVE

For purposes of the sick leave plan (HOODIP), an Engineer working extended shifts shall be eligible for sick pay in accordance with his/her length of service for up to fifty (50) extended shifts, i.e. 562.5 hours.

7. VACATION

(a) Vacations shall be pro-rated for Engineers working a schedule of all extended tours as follows:

- (i) Engineers with less than one (1) year of continuous service as of April 30th: 2/3 of an extended shift for each completed month of service to a maximum of six (6) extended shifts.
- (ii) Engineers with more than one (1) year of continuous service but less than six (6) years of continuous service as of April 30th: 10 extended shifts.
- (iii) Engineers with more than six (6) years of continuous service but less than fifteen (15) years of continuous service as of April 30th: 13.3 extended shifts.
- (iv) Engineers with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of April 30th: 16.6 extended shifts.
- (v) Engineers with more than twenty-five (25) years of continuous service as of April 30th: 20 extended shifts.

Each Engineer entitled to 13.3 extended shifts of vacation as provided above shall be granted either thirteen (13) or fourteen (14) extended shifts of vacation time off as determined by the Hospital. However, the actual pay that each Engineer shall receive shall be based on 13.3 extended

shifts irrespective of whether the Engineer receives thirteen (13) or fourteen (14) extended shifts of vacation time off.

Each Engineer entitled to 16.6 extended shifts of vacation as provided above shall be granted either sixteen (16) or seventeen (17) extended shifts of vacation time off as determined by the Hospital. However, the actual pay that each Engineer shall receive shall be based on 16.6 extended shifts irrespective of whether the Engineer receives sixteen (16) or seventeen (17) extended shifts of vacation time off.

Each Engineer with less than one (1) year of continuous service as of April 30th who is entitled to vacation time off will be granted the number of extended shifts of vacation time off set out below as determined by the Hospital and the amount of vacation pay will be four per cent (4%) of the Engineer's earnings during the vacation year.

Entitlement	Vacation Time Off to be Determined by the Hospital
2/3 extended shift	1 extended shift
1 1/3 extended shifts	1 or 2 extended shifts
2 extended shifts	2 extended shifts
2 2/3 extended shifts	2 or 3 extended shifts
3 1/3 extended shifts	3 or 4 extended shifts
4 extended shifts	4 extended shifts
4 2/3 extended shifts	4 or 5 extended shifts
5 1/3 extended shifts	5 or 6 extended shifts
6 extended shifts	6 extended shifts

- (b) For Engineers working a schedule consisting of both extended shifts and normal eight (8) hour shifts, vacation entitlement (both in terms of time off as well as pay) shall be computed on the basis of hours as follows:

i.e.	3 week entitlement	=	120.0 hours
	4 week entitlement	=	160 hours
	5 week entitlement	=	200.0 hours
	6 week entitlement	=	240 hours

However, for Engineers with less than one (1) year of continuous service as of April 30th the time off entitlement will be 8 hours for each completed month of service to a maximum of 72 hours and the vacation pay will be four per cent (4%) of their earnings during the vacation year.

- (c) The vacation entitlement may not be taken as partial shifts nor be added to aid holidays unless the amount of outstanding vacation is less than 8 hours.

8. HOLIDAYS

- (a) The Hospital shall recognize the same holidays listed in the Collective Agreement.
- (b) Each Engineer who is given a holiday off and who qualifies for holiday pay for that holiday in accordance with the requirements of the Collective Agreement, shall receive holiday pay equal to 7.5 hours times his/her regular straight time hourly rate irrespective of whether he/she would have worked a normal 8 hour shift or an extended shift of 12 hours but for the holiday.
- (c) Where an Engineer works an extended shift on a holiday, he/she shall be paid at the rate of one and one-half (1½) times his/her regular straight time hourly rate for all hours worked on the holiday and in accordance with the two (2) options set out in Article 21.05 of the Collective Agreement, he/she will either receive 7.5 hours of regular straight time pay for the day or will receive a lieu day off with pay at the rate of 7.5 hours times his/her regular straight time hourly rate even though the lieu day which is taken may have been scheduled for 12 hours. In this regard, it is agreed and understood that because of this, an Engineer working all extended shifts or a mix of normal eight (8) hour shifts and extended shifts will likely end up with less than 1950 hours of pay over the course of a year.
- (d) If a holiday falls on an Engineer's regular day off or during his/her vacation, another day off within either thirty (30) days before or thirty (30) days following the holiday shall be selected by the Engineer and his/her Department Head by mutual agreement, provided the Engineer qualifies for the holiday pay. The pay for this day will be at the rate of 8 hours times the Engineer's regular straight time hourly rate even though the day which is selected may have been scheduled for 12 hours.

9. UNION LEAVE OF ABSENCE

In connection with the Union Leave of Absence article in the Collective Agreement, the reference to forty (40) days shall mean three hundred and twenty (320) hours. Accordingly, a leave of absence for union business granted to an Engineer working an extended shift will result in 12 hours out of the grand total of three hundred and twenty (320) hours for the bargaining unit being utilized.

- 3. Where the trial period is to take place, the following terms and conditions shall apply to part-time Engineers working extended shifts or a mixture of extended shifts and normal 8 hour shifts, in place of the corresponding provisions in the part-time Collective Agreement.

1. HOURS OF WORK

- (a) The normal hours of work in an extended shift shall be 12 hours, forty-five (45) minutes of paid meal time.
- (b) Engineers working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.

2. OVERTIME
Any hours worked by an Engineer in excess of his/her scheduled 8 hour or 12 hour shift per day, will be paid for at the rate of time and one-half his/her regular straight time hourly rate of pay.
 3. PROBATIONARY PERIOD
For Engineers working extended shifts, the probationary period will be 450 hours, exclusive of overtime hours, within any twelve (12) calendar months.
 4. SHIFT PREMIUM
Each Engineer who works on a shift where the majority of hours worked fall between 1500 hours and 0800 hours the following day will receive a shift premium of forty-five cents (45¢) for each hour worked.
 5. BEREAVEMENT LEAVE
For Engineers working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement for two (2) extended shifts, i.e. 24 hours.
4. The extended shifts trial period may be discontinued prior to expiry of the six (6) months when:
 - (a) fifty per cent (50%) or more of both the full-time and part-time Engineers so indicate by secret ballot; or
 - (b) the Hospital because of
 - (i) adverse effects on patient care,
 - (ii) inability to provide a workable staffing schedule, or
 - (iii) adverse financial effects,

notifies the union of its intention to discontinue extended shifts;
 - (c) in either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote or notification, as the case may be, has occurred.
 5. Following the six (6) month trial period, extended shifts may be continued when:
 - (a) eighty per cent (80%) of both the full-time Engineers and the part-time Engineers on the unit so indicate by another secret ballot; and
 - (b) The Hospital agrees to the continuation of the extended shifts. The Hospital's agreement will not be withheld in an unreasonable arbitrary manner.
 6. If extended tours are continued, the terms and conditions set out in paragraphs 2 and 3 of this Letter of Understanding will continue to apply to those Engineers working extended shifts or a mixture of extended shifts and normal eight (8) hours shifts in place of the corresponding provisions in the full-time and part-time Collective Agreements for the lifetime of those Collective Agreements which are currently being negotiated and which will replace the Agreement which expired January 18, 1990.

Notwithstanding the continuation of extended shifts as provided for in paragraphs 5 and 6 above, such extended shifts may be discontinued at any time when:

- (a) fifty per cent (50%) or more of both the full-time and part-time Engineers in the unit so indicate by secret ballot; or
- (b) the Hospital because of
 - (i) adverse effects on patient care;
 - (ii) inability to provide a workable staffing schedule, or;
 - (iii) adverse financial effects.


notifies the union of its intention to discontinue extended shifts;


- (c) in either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote or notification, as the case may be, has occurred.


Originally DATED at St. Thomas, this 13th day of March, 1991.

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

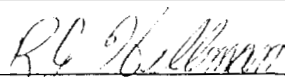
FOR THE HOSPITAL

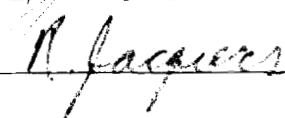


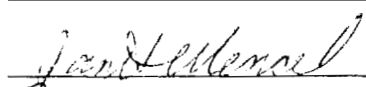





FOR THE UNION









LETTER OF UNDERSTANDING

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220

RE: RPN - EXTENDED SHIFTS

1. The parties agree that effective September 10, 1990 and subject to the necessary approvals being obtained pursuant to the Employment Standards Act of Ontario, extended shifts will be introduced for Registered Practical Nurses (RPNs) for a six (6) month trial period in each nursing unit where both eighty per cent (80%) of the full time RPNs and eighty per cent (80%) of the part time RPNs in that unit vote in favour of implementing the trial in a secret ballot vote to be held prior to July 31, 1990. The Hospital will endeavour to have available for examination by the RPNs, prior to the voting, the proposed schedules which would be implemented if the trial period is to take place.
2. Where the trial period is to take place, the following terms and conditions shall apply to full time RPNs working extended shifts or a mixture of extended shifts and normal 7.5 hour shifts in that unit in place of the corresponding provisions in the full-time Collective Agreement:
 1. HOURS OF WORK
 - (a) The normal hours of work in an extended shift shall be 11.25 hours exclusive of forty-five (45) minutes of unpaid meal time.
 - (b) RPNs working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.
 - (c) In some units the schedule will consist of a mix of extended shifts and normal seven and one-half (7.5) hour shifts. In other units, the schedule will consist of all extended shifts. In each case, number of shifts to be scheduled over each nursing schedule and the number of weeks that each nursing schedule is to consist of, will be determined by the Hospital. It is understood and agreed that the total number of normally scheduled hours for RPNs will be less than 1950 hours over the course of a year.
 2. OVERTIME

Any hours worked by an RPN in excess of 11.25 hours per day or in excess of the number of normally scheduled shifts in each nursing schedule shall be counted as overtime worked and will be paid for at the rate of time and one-half their regular straighttime hourly rate of pay. Overtime payment will be made on the basis of either the daily overtime hours worked or the overtime hours worked in excess of the normally scheduled shifts in the relevant nursing schedule but an

RPN will not be paid both types of overtime for the same overtime hours worked. Furthermore, hours worked by an RPN in any nursing schedule on which overtime rates have once been allowed shall not be used again in any overtime computations.

3. PROBATIONARY PERIOD

For RPNs working extended shifts, the probationary period will be 450 hours, exclusive of overtime hours, within any twelve (12) calendar months.

4. SHIFT PREMIUM

See current Collective Agreement.

5. BEREAVEMENT LEAVE

For RPNs working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement for two (2) extended shifts, i.e. 22.5 hours.

6. SICK LEAVE

For purposes of the sick leave plan (HOODIP), an RPN working extended shifts shall be eligible for sick pay in accordance with his/her length of service for up to fifty (50) extended shifts, i.e. 562.5 hours.

7. VACATION

(a) Vacations shall be pro-rated for RPNs working a schedule of all extended tours as follows:

- (i) RPNs with less than one (1) year of continuous service as of April 30th: 2/3 of an extended shift for each completed month of service to a maximum of six (6) extended shifts.
- (ii) RPNs with more than one (1) year of continuous service but less than six (6) years of continuous service as of April 30th: 10 extended shifts.
- (iii) RPNs with more than six (6) years of continuous service but less than fifteen (15) years of continuous service as of April 30th: 13.3 extended shifts.
- (iv) RPNs with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of April 30th: 16.6 extended shifts.
- (v) RPNs with more than twenty-five (25) years of continuous service as of April 30th: 20 extended shifts.

Each RPN entitled to 13.3 extended shifts of vacation as provided above shall be granted either thirteen (13) or fourteen (14) extended shifts of vacation time off as determined by the Hospital. However, the actual pay that each RPN shall receive shall be based on 13.3 extended shifts irrespective of whether the RPN receives thirteen (13) or fourteen (14) extended shifts of vacation time off.

Each RPN entitled to 16.6 extended shifts of vacation as provided above shall be granted either sixteen (16) or seventeen (17) extended shifts of vacation time off as determined by the Hospital. However, the actual pay that each RPN shall receive shall be based on 16.6 extended shifts irrespective of whether the RPN receives sixteen (16) or seventeen (17) extended shifts of vacation time off.

Each RPN with less than one (1) year of continuous service as of April 30th who is entitled to vacation time off will be granted the number of extended shifts of vacation time off set out below as determined by the Hospital and the amount of vacation pay will be four percent (4%) of the RPN's earnings during the vacation year.

Entitlement	Vacation Time Off to be Determined by the Hospital
2/3 extended shift	1 extended shift
1 1/3 extended shifts	1 or 2 extended shifts
2 extended shifts	2 extended shifts
2 2/3 extended shifts	2 or 3 extended shifts
3 1/3 extended shifts	3 or 4 extended shifts
4 extended shifts	4 extended shifts
4 2/3 extended shifts	4 or 5 extended shifts
5 1/3 extended shifts	5 or 6 extended shifts
6 extended shifts	6 extended shifts

- (b) For RPNs working a schedule consisting of both extended shifts and normal seven and one-half (7½) hour shifts vacation entitlement (both in terms of time off as well as pay) shall be computed on the basis of hours as follows:

i.e.	3 week entitlement	=	112.5 hours
	4 week entitlement	=	150 hours
	5 week entitlement	=	187.5 hours
	6 week entitlement	=	225 hours

However, for RPN's with less than one (1) year of continuous service as of April 30th the time off entitlement will be 7.5 hours for each completed month of service to a maximum of 67.5 hours and the vacation pay will be four per cent (4%) of their earnings during the vacation year.

- (c) The vacation entitlement may not be taken as partial shifts nor be added to paid holidays unless the amount of outstanding vacation is less than 7.5 hours.

8. HOLIDAYS

- (a) The Hospital shall recognize the same holidays listed in the Collective Agreement.

- (b) Each RPN who is given a holiday off and who qualifies for holiday pay for that holiday in accordance with the requirements of the Collective Agreement, shall receive holiday pay equal to 7.5 hours times his/her regular straight time hourly rate irrespective of whether he/she would have worked a normal 7.5 hour shift or an extended of 11.25 hours but for the holiday.
- (c) Where an RPN works an extended shift on a holiday, he/she shall be paid at the rate of one and one-half (1½) times his/her regular straight time hourly rate for all hours worked on the holiday and in accordance with the two (2) options set out in Article 21.05 of the Collective Agreement, he/she will either receive 7.5 hours of regular straight time pay for the day or will receive a lieu day off with pay at the rate of 7.5 hours times his/her regular straight time hourly rate even though the lieu day which is taken may have been scheduled for 11.25 hours. In this regard, it is agreed and understood that because of this, an RPN working all extended shifts or a mix of normal seven and one-half (7½) hour shifts and extended shifts will likely end up with less than 1950 hours of pay over the course of a year.
- (d) If a holiday falls on an RPN's regular day off or during his/her vacation, another day off within either thirty (30) days before or thirty (30) days following the holiday shall be selected by the RPN and her Department Head by mutual agreement, provided the RPN qualifies for the holiday pay. The pay for this day will be at the rate of 7.5 hours times the RPN's regular straight time hourly rate even though the day which is selected may have been scheduled for 11.25 hours.

9. UNION LEAVE OF ABSENCE

In connection with the Union Leave of Absence article in the Collective Agreement, the reference to forty (40) days shall mean three hundred (300) hours. Accordingly, a leave of absence for union business granted to an RPN working an extended shift will result in 11.25 hours out of the grand total of three hundred (300) hours for the bargaining unit being utilized.

3. Where the trial period is to take place in a unit, the following terms and conditions shall apply to part-time RPN's working extended shifts or a mixture of extended shifts and normal 7.5 hour shifts in that unit, in place of the corresponding provisions in the part-time Collective Agreement.

1. HOURS OF WORK

- (a) The normal hours of work in an extended shift shall be 11.25 hours exclusive of forty-five (45) minutes of unpaid meal time.
- (b) RPN's working an extended shift shall be entitled to paid rest periods during the shift totalling forty-five (45) minutes.

2. OVERTIME

Any hours worked by an RPN in excess of his/her scheduled 7.5 hour or 11.25 hour shift per day, will be paid for at the rate of time and one-half his/her regular straight time hourly rate of pay.

3. PROBATIONARY PERIOD
For RPN's working extended shifts, the probationary period will be 450 hours, exclusive of overtime hours, within any twelve (12) calendar months.
 4. SHIFT PREMIUM
See current Collective Agreement.
 5. BEREAVEMENT LEAVE
For RPN's working extended shifts, bereavement leave shall be granted in accordance with the provisions of the Collective Agreement for two (2) extended shifts, i.e. 22.5 hours.
4. The extended shifts trial period may be discontinued in any unit prior to expiry of the six (6) months when:
 - (a) fifty per cent (50%) or more of both the full-time and part-time RPN's in the unit so indicate by secret ballot; or
 - (b) the Hospital because of
 - (i) adverse effects on patient care,
 - (ii) inability to provide a workable staffing schedule, or
 - (iii) adverse financial effects,

notifies the union of its intention to discontinue extended shifts;
 - (c) in either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote or notification, as the case may be, has occurred.
 5. Following the six (6) month trial period, extended shifts may be continued on a unit when:
 - (a) eighty per cent (80%) of both the full-time RPN's and the part-time RPN's on the unit so indicate by secret ballot; and
 - (b) The Hospital agrees to the continuation of the extended shifts. The Hospital's agreement will not be withheld in an unreasonable arbitrary manner.
 6. If extended tours are continued, the terms and conditions set out in paragraphs 2 and 3 of this Letter of Understanding will continue to apply to those RPN's working extended shifts or a mixture of extended shifts and normal seven and one-half (7½) hours shifts in place of the corresponding provisions in the full-time and part-time Collective Agreements for the lifetime of those Collective Agreements which are currently being negotiated and which will replace the Agreement which expired January 18, 1990.
 7. Notwithstanding the continuation of extended shifts on a unit as provided for in paragraphs 5 and 6 above, such extended shifts may be discontinued at any time when:

- (a) fifty per cent (50%) or more of both the full-time and part-time RPN's in the unit so indicate by secret ballot; or
- (b) the Hospital because of
 - (i) adverse effects on patient care;
 - (ii) inability to provide a workable staffing schedule, or;
 - (iii) adverse financial effects.

notifies the union of its intention to discontinue extended shifts;

- (c) in either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote or notification, as the case may be, has occurred.

* Wherever the classification of RPN appears in this Letter of Understanding, it is deemed to include and apply to Nursing Assistants, Non Registered and Orderlies working the RPN schedule.

Originally DATED at St. Thomas, this 24th day of July, 1990.

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

FOR THE HOSPITAL

M. Bedel

Danny Down

H. J. [unclear]

FOR THE UNION

R. J. Hillman

R. [unclear]

Jeanet Woodcock

Michael Keating

AGREEMENT

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

- A N D -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220

RE: IMPLEMENTATION OF THE LETTER OF UNDERSTANDING DATED JULY 28, 1989 (the "Letter of Understanding") BETWEEN THE HOSPITAL AND THE UNION.

WHEREAS the Hospital and the Union agreed pursuant to section 10 of the Letter of Understanding to cooperate in obtaining the necessary approval from the Ontario Employment Standards Branch to permit the implementation of the Letter of Understanding;

AND WHEREAS the Employment Standards Branch informed the solicitors for the Hospital that approval for the averaging of hours in accordance with the Letter of Understanding would be granted upon certain terms and conditions (see the letter dated October 4, 1989 attached to this agreement as Schedule "A");

IT IS AGREED by both the Union and the Hospital that the following terms and conditions required by the Employment Standards Branch are acceptable:

1. The Hospital shall make and keep a record of all approved shift exchanges for a period of 24 months after work is performed.
2. Shift exchanges shall not be permitted that result in an employee working double shifts.
3. Shift exchanges must be completed within the approved 12 week averaging period.
4. It is the Hospital's responsibility to pay wages to an employee for an extra shift worked in the event the exchange cannot be completed within the 12 week period.
5. An employee terminated or temporarily laid off by the Hospital prior to the completion of the approved shift exchange shall be entitled to one and one-half times the employee's regular rate of pay for all hours worked in excess of 44 hours in the week in which the employee worked the extra shift for which the exchange was not completed.
6. Averaged hours of work as a result of shift exchanges shall not exceed 44 hours per week in the 12 week averaging period, excluding eating periods of one-half hour or such shorter period as may be approved by the Director of Employment Standards each to be granted after not more than five consecutive hours of work.

Originally DATED at St. Thomas, this 13th day of October, 1989.
Dated at St. Thomas, this 21st day of December, 1999.

FOR THE HOSPITAL

M. Bedek

Henry H.

H. [unclear]

FOR THE UNION

RJ. Hellman

R. Jacque

Jane Sillencat

Michael Keating

SCHEDULE 'A'



Ontario Ministère
Ministry of du Travail
Labour de l'Ontario

October 4, 1989

Campbell, Godfrey & Lawtas
Barristers and Solicitors
Suite 3600
Toronto Dominion Centre
Toronto, Ontario

Attention: Henry Y. Dinsdale

Reference: 191116-001

Dear Mr. Dinsdale:

This is further to our telephone conversation of August 16, 1989 concerning your letter of August 9, 1989 to Penny button, Director of Employment Standards, for Approval to Average Hours pursuant to Section 2(2) of Regulation 285 of the Employment Standard8 Act to facilitate shift exchanges for certain classifications of employees of the St. Thomas-Elgin General Hospital.

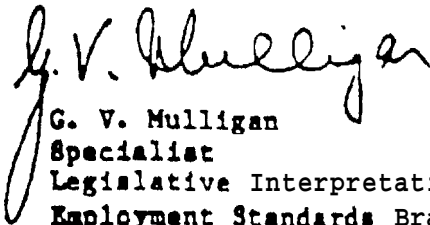
The Director is willing to grant the approval to average hours for overtime pay purposes as set out in the Letter of Understanding between the employer and the union provided that the employer and the union are aware that the following terms and conditions will apply to the approval.

- o The employer shall make and keep a record of all approved shift exchanger for a period of twenty-four month8 after work is performed.
- o Shift exchanges shall not be permitted that result in an employee working double shifts.
- o Shift exchanger must be completed within the approved twelve week averaging period.
- o It is the employer's responsibility to pay wages to an employee for an extra shift worked in the event the exchange cannot be completed within the twelve-week period.
- o An employee terminated or temporarily laid off by the employer prior to the completion of the approved shift exchange shall be entitled to one and one-half timer the employee's regular rate of pay for all hours worked in excess of forty-four hours in the week in which the employee worked the extra shift for which the exchange was not completed.

- o Averaged hours of work as a result of shift exchanges shall not exceed forty-four hours in the twelve week averaging period, excluding rating periods of one-half hour or such shorter period as approved by the Director of Employment Standards each to be granted after not more than five consecutive hours of work.

Please advise if your client wishes to proceed with application subject to the above conditions.

Yours truly,



G. V. Mulligan
Specialist
Legislative Interpretation Section
Employment Standards Branch
40 Dundas Street West
Tower B, Fourth Floor
Toronto, Ontario
M5G 2C2

Phone: (416) 326-7036

LETTER OF UNDERSTANDING

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220


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

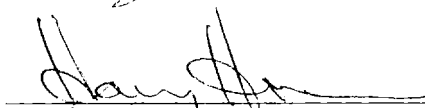
1. In regards to the new Weekend Premium provision, it is agreed that an employee may receive both a shift premium as well as a weekend premium for the same hours where he/she meets the criteria for each premium under the agreement and this would not constitute "pyramiding" under the agreement.
2. In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

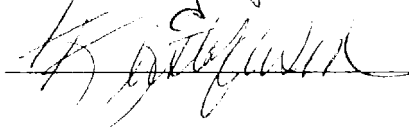
Originally DATED at St. Thomas, this 4th day of August 1994.

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

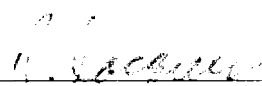
FOR THE HOSPITAL

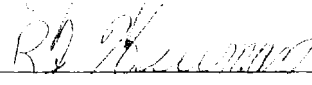


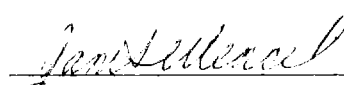





FOR THE UNION









LETTER OF UNDERSTANDING

Between

ST. THOMAS-ELGIN GENERAL HOSPITAL

-AND-

LONDON & DISTRICT SERVICE WORKERS UNION, LOCAL 220

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

7. HOLIDAY PAY

- For greater clarification, the twelve (12) paid holidays remains **unchanged** and they are (7 1/2) hours only. The employees in these classifications are required to take the holiday on the day of the holiday. Therefore there pay would also be less.

8. The extended shifts may be discontinued when:

- Fifty per cent (50%) or more of the fill-time employees within the classification, as stated above so indicate by secret ballot; or
- The Union or Hospital notifies each other of its intention to **discontinue** extended shifts.
- In either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote of notification, as the case may be, has occurred.

Dated at St. Thomas this 29th day of October, 1998.

For the Hospital

~~Anthony By Seille~~
M. Bedek

For the Union

J. Mancel
R. Lopez
R. Jacques
R. Hillman
Don Fisher

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