

Unit No. 67

SOURCE	<i>Union</i>		
EFF.	<i>85</i>	<i>11</i>	<i>16</i>
TERM.	<i>87</i>	<i>10</i>	<i>10</i>
No. OF EMPLOYEES	<i>81</i>		
NOMBRE D'EMPLOYÉS	<i>81</i>		

COLLECTIVE AGREEMENT

BETWEEN

CLARKE INSTITUTE
OF PSYCHIATRY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F. of L., C.I.O. C.L.C.

EXPIRY: OCTOBER 10, 1987

SEP 17 1987

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INDEX

ARTICLE		PAGE
Article 1	Purpose	1
Article 2	Scope and Recognition	1
Article 3	Management Rights	2
Article 4	Definitions	2
	4.01 Temporary Employees	2
Article 5	Union Security	3
	5.01 Union Dues	3
	5.02 Interview Period	4
	5.03 Employee Lists	4
Article 6	No Strike/Lockout	4
Article 7	Union Representation and Committees	5
	7.01 Grievance Committee	5
	7.02 Union Stewards	5
	7.03 Central Bargaining Committee	6
	7.04 Local Negotiating Committee	7
Article 8	Grievance and Arbitration	8
	8.05 Policy Grievance	10
	8.06 Group Grievance	10
	8.07 Discharge Grievance	10
Article 9	Seniority	12
	9.01 Probationary Period	12
	9.02 Definition of Seniority	12
	9.03 Transfer of Service and Seniority	12
	9.04 Loss of Seniority	12
	9.05 Effect of Absence	13
Article 10	Layoff and Recall	14
Article 11	Job Posting	17
Article 12	No Contracting Out	18
Article 13	Work of the Bargaining Unit	18
	13.01 Work of the Bargaining Unit	18
	13.02 Employment Agencies	18
	13.03 Volunteers	19
	13.04 Ratio of R.N.'s to R.N.A.'s	19
Article 14	Technological Change	19
Article 15	Leaves of Absence	20
	15.01 Bereavement Leave	20
	15.02 Education Leave	20
	15.03 Jury and Witness Duty	21
	15.04 Maternity Leave	21
	15.05 Adoption Leave	23
	15.06 Full-time Union Office	24
	15.07 Union Leave	24
	15.08 Personal Leave	25
Article 16	Hours of Work	26
	16.01 Daily and Weekly Hours of Work	26
	16.02 Rest Periods	26
	16.03 Time Off Between Shifts	26
	16.04 Weekends Off	27
Article 17	Premium Payment	28
	17.01 Definition of Regular Straight Time Rate of Pay	28

	17.02 Definition of Overtime (Overtime Premium)	29
	17.03 Reporting Pay	29
	17.04 Standby	29
	17.05 Call Back	29
	17.06 Shift Premium	30
	17.07 Responsibility Outside the Bargaining Unit	30
	17.08 Overtime - Lieu Time	30
	17.09 Paid Time to Working Time	30
Article 18	Allowances	31
	18.01 Meal Allowance	31
	18.02 Uniform Allowance	31
	18.03 Transportation Allowance	31
Article 19	Health and Safety	32
	19.01 Accident Prevention - Health and Safety Committee	32
	19.02 Protective Clothing	32
Article 20	Paid Holidays	33
Article 21	Vacations	34
	21.01 Entitlement and Calculation of Payment ..	34
	21.02 Approved Leave of Absence During Vacation	35
Article 22	Health and Insured Benefits	36
	22.01 Insured Benefits	36
	22.02 Change of Carrier	37
	22.03 Pension	37
Article 23	Injury and Disability	38
	23.01 Workers' Compensation Injury	38
	23.02 Disabled Employees	38
Article 24	Sick Leave	38
	24.01 Sick Leave and Long Term Disability	38
	24.06 Unemployment Insurance Rebate	39
Article 25	Compensation	40
	25.01 Experience Pay	40
	25.02 Promotion to a Higher Classification	40
	25.03 Temporary Transfer	40
	25.04 Job Classification	40
	25.05 Wages and Classification Premiums	41
Article 26	No Discrimination	42
Article 27	Miscellaneous	42
Article 28	Duration	42
	28.01 Renewal	42
	28.02 Term	42
	Letter of Intent	44
	Schedule "A"	45
	Schedule "A"	46

COLLECTIVE AGREEMENT

BETWEEN:

CLARKE INSTITUTE OF PSYCHIATRY
(Hereinafter called the "Employer")
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
AFL-CIO-CLC
(Hereinafter called the "Union")
OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board did on the 26th day of May, 1967, certify the Union as the Bargaining Agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH :

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly and harmonious collective bargaining relationship between the Employer, the employees in the bargaining unit and the Union and to set forth certain terms and conditions of employment relating to remuneration hours of work, employee benefits and general working conditions affecting employees covered by the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all its employees in the bargaining unit.

(b) "bargaining unit" means all employees of the Employer at Toronto, Ontario, save and except professional medical staff, registered nursing staff, graduate nursing staff, student nurses (RN), graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, other graduate or undergraduate professional personnel, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office staff and persons regularly employed for not more than 24 hours per week and students employed during the school vacation period;

2.02 The provisions of this Agreement apply to the Employer, employees in the bargaining unit and the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 (a) All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

(b) Without limiting the generality of the foregoing, the Union further acknowledges that it is the exclusive function of the Employer to:

(i) operate the hospital in accordance with its obligation to the community;

(ii) maintain order, discipline and efficiency and to establish and enforce rules and regulations not inconsistent with the provisions of this Agreement governing the conduct of employees;

(iii) hire, discharge, direct, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees for just cause and sufficient cause.

(c) The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

(a) Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the cir-

cumstances giving rise to the vacancy, and the special conditions relating to such employment

- (b) "day of rest" in relation to an employee means a day other than a designated holiday on which that employee is not scheduled to perform the duties of his position other than by reason of his being on leave of absence;
- (c) "Employer" means the Clarke Institute of Psychiatry;
- (d) "employee" means all employees of the Employer in the bargaining unit as defined;
- (e) "Union" means the Service Employees International Union, Local 204;
- (f) "weekend" means a forty-seven (47) hour period between the end of the afternoon shift on Thursday and the beginning of the night shift on Monday; and
- (g) words denoting male persons include female persons and words denoting female persons include male persons.
- (h) "lay off" means the termination of employment because of lack of work.

ARTICLE 5 - UNION SECURITY

5.01 union Dues

- (a) The Employer agrees to deduct an amount equal to the monthly Union dues once each pay from the pay of each new employee in the bargaining unit, in the month following the month in which they were hired, and to remit to the amount so deducted to the Union once each month.
- (b) The amount of the monthly Union dues shall be certified in writing to the Employer by an authorized officer of the union.
- (c) The dues deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the 25th day of each month. Such lists shall include the social insurance number of those employees listed and, when the employee's name first appears on the list, his address.
- (d) "monthly Union dues" means the dues established pursuant to the constitution of the Union as the dues

payable by its members as a consequence of their membership in the Union;

5.02 Interview Period

- (a) Upon commencement of employment new employees shall be advised by a representative of the Employer of the existence of the Union, of the conditions governing their employment as contained in this Collective Agreement including the deduction of Union dues, and any rules that may be formulated under its terms.
- (b) A Union representative shall be given the opportunity of interviewing every employee who is not a member of the Union, but is eligible to be so, once during the second calendar month of his employment, for the purpose of informing such employee of the existence of the Union in the Institute. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and designate the time and place for each such interview, the duration of which shall not exceed fifteen minutes.

5.03 Employee Lists

The record referred to in subsection 5.01 above shall include the names of employees from whom deductions were not made because of absence for injury or illness or whose employment has been terminated since the previous remittance.

5.04 All employees who are or become members of the Union shall remain such as a condition of their continued employment with the Employer.

5.05 No person shall lose his job as a result of denial of Union membership or expulsion from the Union, except by reason of his failure to pay monthly Union dues uniformly levied on the membership.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees that neither it nor its officers or other representatives will cause, direct, or consent to any strike or other collective action on the part of the employees in the bargaining unit and that, if such action should be taken by the employees, the Union, its officers and representatives will instruct said employees to return to work and perform their usual duties, and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance.

6.02 The Employer agrees that there will be no lockouts during the life of this Agreement.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than 4 employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward

shall again report to his immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.
- (g) In addition to the Chief Steward, the Employer will recognize one steward from each of the following departments :

Dietary (representing also those persons in the linen room)

Registered Nursing Assistants (representing, also, temporary nursing aides pending training and temporary nursing assistants pending registration)

Maintenance

Housekeeping

- (h) The Employer undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.
- (i) The Union undertakes to secure from its officers, stewards and members, their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity.

7.03 Central Bargaining Committee

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

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively repre-

senting each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

In future central bargaining between the Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of 4 members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

- (f) The number of employees on the Negotiating Committee shall be determined locally.
- (g) The parties agree to form a Joint Consultation Committee which shall meet once in every 30 days, or such other period **as** may be mutually agreed, to discuss matters of common interest.
- (h) The Committee will have the following permanent members :
 - Employer :
 - Director of Personnel Services
 - Associate Administrator, Planning & Hospital Services
 - Union :
 - Chief Steward
 - One other steward designated by the Union
- (i) Any other person may be invited to attend on agreement by the parties. Where either party wishes the other to have some person attend, at least three days notice of this must be given.
- (j) Three days prior to the meeting, the Director of Personnel Services and the Chief Steward will meet to determine the agenda. Minutes of each meeting will be kept and posted after circulation to the permanent members of the Committee.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

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

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

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

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

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence.

Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement then :

Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance

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

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

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

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

8.07 Discharge Grievance

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

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

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter pro-

vided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

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

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

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

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

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

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

8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the

time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

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

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

9.04 **Loss** of Seniority

An employee shall lose all seniority and shall be deemed terminated if :

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for eighteen (18) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five working days after he has received the notice of recall, and fails to report to work within ten working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for eighteen (18) months.

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding 30 continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority ~~for~~ purposes of promotion, demotion transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during

maternity leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.C.B. benefits, or for a period of 90 days if an employee's unpaid absence is due to an adoption leave or an illness.

- (d) Seniority lists, which shall include each employee's social insurance number will be brought up to date by the Employer on January 1st and July 1st of each year. The Employer will provide the Union with 3 copies of such lists.

ARTICLE 10 - LAYOFF AND RECALL

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

up to 2 years' service - One week's notice

2 years or more but less than 5 year's service - Two weeks' notice

5 years or more but less than 10 years' service - Four weeks' notice

10 years or more service - Eight weeks' notice.

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

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will :

- (a) Provide the Union with no less than thirty (30) calendar days notice of such layoff, and

- (b) meet with the Union through the Labour Management Committee to review the following:

(i) the reason causing the layoff

(ii) the service the Hospital will undertake after the laoff

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

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

10.02 In all other cases of lay-off, the Hospital shall give each employee in the bargaining unit who has acquired seniority one week's notice, provided however, such notice shall not be required if the lay-off occurs because of emergencies (for example fire, act of God, power failure or equipment breakdown).

10.03 In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification; providing that there remain on the job employees who then have the ability to perform the work.

10.04 An employee who is subject to lay-off shall have the right to either:

- (a) Accept the lay-off or;
- (b) 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 lay-off 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 his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

10.05 An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

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

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04, and .05 above, the Hospital shall not act in an arbitrary or unfair manner.

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

10.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with .09 below, or have been found unable to perform the work available.

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

10.10 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of Paragraph .09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

10.11 In the event that a lay-off 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 lay-off commenced.

10.12 A laid off employee shall retain the rights of recall for a period eighteen (18) months from the date of lay-off.

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

10.14 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of five (5) days excluding Saturday, Sunday and holidays. The posting shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.

11.02 Vacancies created by the filling of a posted vacancy need not be posted, however, consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Requests for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.

11.03 Employees shall be selected for positions under either Article .01 or .02 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02, employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in accordance with .02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

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

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

ARTICLE 12 - NO CONTRACTING OUT

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

13.02 Employment Agencies

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

13.03 Volunteers

- (a) The use of volunteers shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ratio of R.N.'s to R.N.A.'s

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimization of adverse effects (if any) upon the employees concerned.

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

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

- (a) An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or ~~step~~-parent.
- (b) Where an employee is unable, due to distance of travel, to attend the funeral of a member of his immediate family as defined in the Collective Agreement, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he would otherwise have been entitled on that day.

15.02 Education Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

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

15.03 Jury and Witness Duty

- (a) 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 :
- (i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a) (b) and (c) above.

15.04 Maternity Leave

- (a) An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date of birth shall be entitled, upon her written application therefor, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to November 15, 1984, an employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971,

25

shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefit and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (b) Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- (c) The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- (d) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (e) The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- (f) The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.
- (g) Credits ~~for~~ service, for the purpose of salary increments, for vacation, sick leave or other benefits under the provisions of the collective agreement or elsewhere shall be retained up to the commencement of the leave of absence but shall not be accumulated during such leave except that in the case of an employee who has worked ten (10) or more days during

the calendar month, such credits shall continue to accumulate to the end of that calendar month.

Credits for competitive seniority (as distinguished from benefit seniority) shall accumulate during the period of the leave.

- (h) No contributions for any employee benefits provided under the collective agreement will be made by the Hospital during any such leave of absence. Subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.
- (i) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- (j) An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the expiry of the leave of absence or pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the expiry thereof, the Employer shall, upon resumption of such operations, return the employee to work as above provided in this Paragraph .11 hereof.
- (k) The leave of absence provided for under this Article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.

15.05 Adoption Leave

- (a) Where an employee with at least ten (10) months 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 seventeen (17) weeks' duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. 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.

- (b) It is understood that during any such leave, credit ~~for~~ service ~~for~~ the purposes of salary increment, vacations, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible ~~for~~ full payment of subsidized employee benefits in which he or she is participating for the period of the absence. Credit for seniority during any such leave shall accrue for a period of ninety (90) days.
- (c) An employee returning from adoption leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available.

15.06 Full-time Union Office

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

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).

- (d) Such leave shall total not more than twenty (20) days in each calendar year for all union stewards combined.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

- (a) At the Employer's discretion, an employee may be granted up to two (2) months leave of absence without pay for personal reasons. Except in emergencies, the employee must make written application to his department head for such leave at least two (2) weeks in advance of such leave. In emergencies, the employee must notify his department head as soon as is reasonably possible in advance of the leave.

- (b) Where a leave of absence without pay exceeds four (4) consecutive weeks :

credits for seniority, salary increases, vacation and cumulative sick leave will be suspended during the leave;

The Employer will make no payments towards Ontario Health Insurance Plan (O.H.I.P.), Hospitals of Ontario Pension Plan (H.O.O.P.P.), Long Term Disability Insurance, Group Life Insurance or any other plan in effect during the leave. The employee may, however, continue his coverage in the Ontario Health Insurance Plan in accordance with Article 22.01(f) hereof.

- (c) An employee who takes other employment during a leave of absence shall be deemed to have terminated his employment (unless the other employment is consented to by the Employer).

- (d) At the Employer's discretion an employee may be granted a leave of absence of up to one (1) year in cases of prolonged illness.

- (e) Special Leave with Pay

At the discretion of the Department Head, an employee may be granted up to two (2) days leave with pay after having been subjected to a violent verbal or physical assault where no injury results and where the Workers' Compensation Board will not compensate for time lost. Such leave will not be charged to the sick leave plan.

- (f) "leave of absence" means a period of absence for which the employee has obtained prior permission except days of rest;

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) Except as provided in Section 16.03(c) hereof, each regular full-time employee's hours of work shall be scheduled so that he works an average of seventy-five (75) hours in a bi-weekly period and seven and one-half (7 1/2) hours in a day exclusive of thirty (30) minute unpaid meal break.
- (b) Such hours shall be worked in accordance with rotating shift schedules as determined by the Employer in accordance with the provisions of Article 16 - Hours of Work.
- (c) *An* employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours.

16.02 Rest Periods

- (a) Two rest periods of fifteen (15) minutes each, 1 in each full half scheduled shift, will be scheduled in each shift.
- (b) The Union reserves the right for its employees to take lunch/dinner outside of the Institute. Employees will notify the supervisor of their intention of taking lunch/dinner outside of the Institute.

The timing of the lunch/dinner break for the employees will be at the sole discretion of the supervisor. In the event that permission to leave the premises of the Institute is denied, that employee will be paid at the rate of one and one-half times the hourly rate of pay for the lunch/dinner.

- (c) Each employee in the Housekeeping, Maintenance and Dietary Departments will be allowed a ten (10) minute period prior to the completion of his shift as wash-up time. Should this be abused, it may be withdrawn by management.

16.03 Time Off Between Shifts

Where employees are required to rotate on the day, evening and/or night shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23)

hours between the beginning of shifts and changeover of shifts and of thirty-nine hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between changeover of shifts.

16.04 Weekends Off

- (a) In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each three week period. Where a weekend off is not granted within a three week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:
- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
 - (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
 - (iii) such weekend is worked as a result of an exchange of shifts with another employee; or
 - (iv) the Hospital is unable to comply due to prohibition against scheduling split days off.
- (b) It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.
- (c) The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the union.
- (d) In the case of registered nursing assistants, scheduling will be arranged so that the employee works sixty (60) days shifts in every one hundred and twenty (120) shifts unless they are on a permanent shift. All time spent on approved paid leaves shall be deemed to be time worked on the day shift for the purpose of this clause.
- (e) Shift schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the depart-

ment head one (1) week in advance of posting. Where compliance with such a request would cause violation of the scheduling regulations, the request is deemed to be agreement to the violation or violations which occur.

(f) The above scheduling regulations are waived for the period of December 20th to January 10th. During this period four (4) consecutive days of rest will be scheduled at Christmas or New Year's if the employee so requested.

(g) An employee who is unable to report for work shall notify his supervisor of this not less than three (3) hours prior to the commencement of the shift. Where he fails to provide such notice, the employee will not be eligible for pay for the shift or shifts scheduled but **not** worked unless he provides a satisfactory reason to the employer for his failure to give such notice.

16.05(a) The following regulations shall govern the scheduling of hours of employees in the bargaining unit.

(b) Except where mutually agreed otherwise between the Employer and the employee, shift schedules shall be arranged so that an employee :

(i) is not scheduled to work more than seven (7) consecutive days;

(ii) may exchange shifts with another employee provided that no costs to Employer result;

(iii) two days off may be split only by mutual agreement on each occasion.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

(a) ~~For~~ the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Agreement;

(b) "bi-weekly rate of pay" means the monthly rate of pay multiplied by twelve (12) and divided by twenty-six (26);

- (c) "daily rate of pay" means the monthly rate of pay multiplied by twelve (12) and divided by two hundred and sixty (260);

17.02 Definition of Overtime (Overtime Premium)

Each employee will be paid at the rate of one and one-half times his basic straight time hourly rate for all authorized overtime worked over seven and one-half hours in a tour of duty and after seventy-five hours in a bi-weekly period. No overtime will be paid where the time worked by the employee was occasioned by his previous absence for personal reasons or resulted from an exchange of shifts between two employees.

17.03 Reporting Pay

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

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$1.40 per hour for all hours on standby.

When an employee is called in to work the standby allowance per shift shall remain payable.

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums

within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or three (3) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

Employees shall be paid a shift premium of forty-five cents (45 cents) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the employee's straight time hourly rate.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, the time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time

It is understood that the normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa and that the other provisions dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of

such change from Daylight Saving Time to Standard Time and vice versa.

17.10 Employees absent on approved leave, paid by the Employer or by the Workers' Compensation board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision. The foregoing shall also apply in cases of short term leaves of absence for union business approved by the Employer under sections 15.06 and 15.07 hereof where payment is made to the employee by the union.

17.11 Overtime premium shall not be pyramided; that is, overtime premium shall not be paid twice for the same hours worked.

ARTICLE 18 - ALLOWANCES

1 a. 01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the four dollars (\$4.00) payment.

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$50.00 per year in a lump sum payment in the first pay period of November of each year.

1 a. 03 Transportation Allowance

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) **Any** representative appointed or selected in accordance with (b) hereof shall serve for a term of one 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 & 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.
- (g) The Union agrees to endeavour to obtain the full cO-
operation of its membership in the observation of all safety rules and practices.

19.02 Protective Clothing

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

Effective September 1, 1986 and on that date for each subsequent year the Hospital will provide \$30.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 For the purposes of this agreement the following shall be recognized as paid holidays :

New Year's Day
Heritage Day (2nd Monday in February or such other day as may be designated by statute)
Good Friday
victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Anniversary of Appointment or a day up to 30 days before or after the Anniversary of Appointment

20.02 In order to qualify for holiday pay, an employee must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless excused from doing so by the Employer.

20.03 An employee who is required to work on a holiday shall be paid one and one-half times his basic straight time rate as defined in Section 17.01(a) exclusive of shift premium for all time worked.

In addition, if he qualifies under 20.03 a lieu day off with pay at his basic straight time rate of pay will be scheduled by mutual agreement within 60 days following the holiday worked. If the lieu day is not scheduled within 60 days following the holiday worked, the employee shall receive one extra day's pay at straight time.

(a) a lieu day off with pay at his basic straight time rate of pay or the float day for Anniversary of appointment may be taken on any day of the week (or in conjunction with days off), but of necessity the Institute will make the final decision if agreement cannot be reached.

20.04 Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequently regularly scheduled shift) such employee shall receive two and one-half times his

regular straight time hourly rate for such additional authorized overtime.

20.05 **An** employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless excused by the Employer.

20.06 Holiday pay is defined as the amount of straight time pay, exclusive of shift premium, which the employee would have received if he had worked his normal daily working schedule on the holiday in question.

20.07 For the purpose of determining the right of an employee to the benefits provided ~~for~~ in Section 20.03 hereof, all shifts commencing on the day designated as a paid holiday in Section 20.01 shall be deemed to occur on the paid holiday.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Effective October 10, 1986, and subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than three (3) years of continuous service shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed eight (8) years but less than seventeen (17) years of continuous service shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed seventeen (17) or more years of continuous service shall be entitled to five (5) weeks' annual vacation with pay.

vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.02 Approved Leave of Absence During Vacation

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.

Where an employee's scheduled vacation is interrupted due to 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.

21.03 Each regular full-time registered nursing assistant who was on the staff of the Institute as of August 23rd, 1971 accumulates vacation credits at the rate of 1 1/4 days per month for the first 7 years of service and 1 2/3 days per month thereafter.

21.04 The Following regulations apply to vacation:

- (a) Credits are accumulated in each month in which the employee works 10 or more days.
- (b) An employee earns but may not use vacation credits for the six (6) months of employment.
- (c) Vacation credits may not be used before being earned.
- (d) Where an employee terminates prior to completion of six (6) months service, he will be paid vacation pay in accordance with the provisions of the Employment Standards Act.
- (e) Where an employee terminates after six months service, he will be paid in cash the equivalent of his earned, unused vacation credits.
- (f) To a maximum of five (5) days, vacation credits may be carried from year to year: they must, however, be used prior to November 1st in the year following the year in which they were earned. At no time shall the total number of days accumulated to an individual employee's credit exceed thirty (30) days.
- (g) vacation is to be taken in consecutive days off. Splitting of vacation into periods of less than five (5) days may be done only with the Employer's approval.

- (h) Where a paid holiday occurs during a vacation, it is paid as a holiday and not charged to vacation credits.
- (i) Each Department Head determines the vacation schedule for his staff in accordance with department needs and seniority.
- (j) All regular deductions will be made from vacation pay.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay one hundred per cent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute seventy-five per cent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care Benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual).

Existing provision for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of 90 eight-hour shifts in any calendar year.

- (d) The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under

HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

- (e) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (f) An employee who is on long term disability or who is on a leave of absence for a period in excess of one month will be permitted to continue his coverage in the Ontario Health Insurance Plan by paying the total premium which falls due during such absence. In order to facilitate payments, the employee must make the necessary arrangements with the Personnel Office in advance of the date on which the premiums become due.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

22.03 Pension

- (a) The Employer undertakes to contribute to the Hospitals of Ontario Pension Plan on such basis as may be determined from time to time by the Plan.
- (b) Employees shall be required as a condition of employment to join the Plan in accordance with its provisions for compulsory membership.
- (c) The Employer may, in its sole discretion, permit an employee who has reached his normal retirement date, as prescribed by the Plan, to continue in employment. In such a case, employee and Employer contributions to the Plan shall continue to be made as provided in the Plan.

22.04 The parties agree that any and all divisible surplus or excess, credits or refunds, or reimbursements under whatever name, that may arise during the term of the Collective Agreement and result from a lower premium amount paid by the Employer under the Ontario Health Insurance Act or any similar legislation, than the total amount paid by the Employer and the employee at the commencement of the Agreement as premium payments for present health services shall accrue to and for the

benefit of the Employer, notwithstanding any legislation to the contrary, and particularly but without limiting the generality of the foregoing the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

Effective January 1, 1983 there shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1984 Hospitals of Ontario Disability Plan (HOODIP) brochure.

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

24.03 Effective January 1, 1974 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

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

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

24.05 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.

24.06 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employees' share of the Employer's unemployment insurance premium reduction will

be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

25.02 Promotion to a Higher Classification

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

25.03 Temporary Transfer

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

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational

classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

- (a) The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.
- (b) Where an employee is demoted for the convenience of the Employer, he shall continue to be paid as though employed in the higher classification.
- (c) Where an employee is demoted at his request or to avoid laying him off, the employee shall be paid the rate in the lower range nearest to his old rate.



ARTICLE 26 - NO DISCRIMINATION

26.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his membership or non-membership in the Union, and that there will be no Union activity, solicitation for membership or collection of dues on the Employer's premises except with the written permission of the Employer or as specifically provided for in this Agreement.

26.02 The Employer agrees to continue its current practice of not discriminating against any employee because of his age, sex, marital status, race, creed, colour or political or religious affiliation.

ARTICLE 27 - MISCELLANEOUS

27.01 A copy of this Agreement in suitable form will be issued to each employee in the bargaining unit and to each new employee appointed to a position in the bargaining unit. The cost of printing the Agreement will be borne equally by the Employer and the Union.

27.02 The Employer will provide bulletin boards for the posting of Union notices. All such notices, except notices of regular meetings, shall be submitted by the Union to the Director of Personnel Services for approval and posting.

ARTICLE 28 - DURATION

28.01 Renewal

This Agreement shall remain in effect from year to year thereafter unless either party gives the other party, not more than ninety (90) days before the date of its termination, written notice of termination or desire to amend the Agreement.

28.02 Term

This Agreement shall continue in effect until October 10, 1987.

In witness whereof the party of the **First Part** has hereby affixed its corporate seal under the hands of its proper officers, and the party of the **Second part** has caused its proper officers to affix their signatures on the 19th day of

June 1987.

Clarke Institute of
Psychiatry

Service Employees Inter-
national Union, Local 204

A E/ OP

LETTER OF INTENT

Re: Liability Insurance

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

FOR THE UNION

FOR THE HOSPITAL

SCHEDULE "A"

Effective November 16, 1985

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>After 1 Year</u>
Food Service Helper 1 Cleaner 1	Hourly	\$ 9.756	\$ 9.846
Food Service Helper 2 Cleaner 2	Hourly	10.299	10.525
Cleaner 3	Hourly	11.080	11.294
Assistant Baker	Hourly	10.428	10.637
Cook/Baker	Hourly	10.539	10.751
Cook 1	Hourly	10.860	11.060
Linen Room Helper	Hourly		10.182
Shift Maintenance Worker	Hourly	11.830	12.113

		<u>Start</u>	<u>After 6 Months</u>
Electrician	Hourly	12.950	13.271
Tradesman	Hourly	12.909	13.230
Plumber	Hourly	12.398	12.581
Carpenter/Painter	Hourly	12.162	12.403
Mechanic/Welder			

Effective November 16, 1985

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Registered Nursing Assistant	Hourly	10.859	10.971	11.095	
Psychiatric Assistant	Hourly	10.465	10.600	10.751	10.905

SCHEDULE "A"

Effective November 16, 1986

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>After 1 Year</u>
Food Service Helper 1 Cleaner 1	Hourly	10.149	\$10.243
Food Service Helper 2 Cleaner 2	Hourly	10.714	10.949
Cleaner 3	Hourly	11.527	11.749
Assistant Baker	Hourly	10.848	11.066
Cook/Baker	Hourly	10.964	11.184
Cook 1	Hourly	11.298	11.506
Linen Room Helper	Hourly		10.592
Shift Maintenance Worker	Hourly	12.307	12.601
		<u>Start</u>	<u>After 6 Months</u>
Electrician	Hourly	13.472	13.806
Tradesman	Hourly	13.429	13.763
Plumber	Hourly	12.898	13.088
Carpenter/Painter	Hourly	12.652	12.903
Mechanic/Welder	Hourly		

Effective November 16, 1986

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Registered Nursing Assistant	Hourly	\$11.297	\$11.413	\$11.542	
Psychiatric Assistant	Hourly	\$10.887	\$11.027	\$11.184	\$11.344