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EFF.	93	10	01
TERM.	06	03	31
No. OF EMPLOYEES	133		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

-between-

MCKELLAR GENERAL HOSPITAL

and

OFFICE AND PROFESSIONAL EMPLOYEES'

INTERNATIONAL UNION LOCAL 96

Term: October 1, 1993 to March 31, 1996

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ARTICLE II - DEFINITIONS

2.01 "President" shall mean the Executive Director of McKellar General Hospital.

2.02 "Member of the Union Administrative Committee" shall mean an employee of the Corporation duly accredited as such by the Union.

2.03 "Employee" shall include only such person coming within the scope of the bargaining unit described in Article 3.

2.04 "Regular Part-Time Employee" is an employee who regularly works less than 37.5 hours per week and who has made a commitment to be available for work on a regular predetermined basis.

2.05 "Regular Full-Time Employee" shall mean an employee who works 37.5 hours per week on a regular basis and who has completed the probationary period.

2.06 "Casual Employee" is an employee who does not have a regular schedule, has not made a commitment to be available for work on some predetermined basis and who is called in to work on a short-notice basis.

2.07 "**Temporary Employee**" shall mean an **employee** who is **employed** for a specific term having a set termination date.

ARTICLE III - RECOGNITION

3.01 The Corporation recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all office

and clerical employees of **McKellar** General Hospital, save and except, the President, Senior Vice- President, Administrative Director of Paramedical Services, Vice-president of Financial Services, Manager-Computer Services, Supervisor of Accounts Receivable, Accounting Manager, Vice-president of Employee Services, Manager of Employee Services, Personnel Assistant, Health Records Administrator, Assistant Health Records Administrator, Manager of Product Selection and Procurement, Manager of Admitting, Secretaries in Administrative Services, Secretary to the Vice-president of Employee Services, and Administrative Assistant to the Vice-president of Patient Services.

3.02 The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE IV - NON-DISCRIMINATION AND UNION SECURITY

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union.

4.02 Union dues will be deducted from all present employees who sign an authorization for deduction of Union due.

4.03 It will be a condition of employment for all new employees, that amounts equivalent to regular monthly Union dues will be deducted from their wages and remitted to the Union, whether or not they sign applications for membership in the Union, such deductions to commence in the month immediately following the probationary period of their employment as defined in Article **14.01**.

The Union shall save the Employer harmless with respect to all dues or

the equivalent thereof **so** deducted and remitted and with respect to any liability which the employer might incur as a result of such deductions.

4.04 The Union agrees to advise the Hospital of a consistent dollar amount to be deducted from part-time employees.

4.05 On or before the fifteenth day of the current month, the Corporation shall remit by cheque to the Secretary-Treasurer of the Union the total amount of the deductions made in the month and accompanying the remittance will be a list of the names of employees from whom the deductions have been made.

4.06 The Corporation shall advise the Union, in writing, of temporary employees at the time of hiring indicating the position hired for, and the approximate time required to complete the specific assignment for which they were hired.

4.07 A temporary employee's service shall not exceed three (3) continuous months in any one (1) calendar year, except in the instance of a temporary employee hired for the purpose of replacement due to Pregnancy Leave or a long term illness. In the event it is required to exceed three (3) continuous months except as defined in the above, the job shall be posted, unless mutually agreed otherwise between the Corporation and the Union.

4.08 Temporary Employees shall not be obliged to make application for membership in the Union, but shall after forty-five (45) working days in any twelve (12) month period, pay the equivalent of Union dues monthly.

4.09 The Union shall not act for or represent temporary employees during the period of temporary employment except as to rates of pay as outlined in Article XV and hours of work and overtime as outlined in Article XVIII, but no other benefits arising from any other Article in the Collective Agreement.

4.10 On or before the commencement of her employment, the Employer will give to each employee a copy of the Collective Agreement and the cost of printing the Agreement will be shared equally by the Union and the Hospital.

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

ARTICLE V - NO STRIKE OR LOCKOUT

5.01 The Union agrees that **so** long as this agreement continues to operate, it will not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union, and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith, and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.

5.02 So long as this agreement continues **to** operate, there shall be no lockout on the part of the Corporation.

ARTICLE VI - MANAGEMENT RIGHTS

6.01 Subject to the terms and conditions of this Agreement, the Union acknowledges that it is the exclusive function of the Corporation to:

- (a) Maintain order and efficiency.
- (b) Hire, promote, demote, transfer, lay-off, recall, assign duties,

rehire, suspend, and to discipline or discharge any employee for just cause, provided that a claim by an employee, that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

(c) Establish and enforce reasonable rules and regulations governing the conduct of employees.

(d) Determine the nature and kind of business conducted by the Hospital, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Hospital except as specifically limited by the express provisions of the Agreement.

ARTICLE VII- UNION ADMINISTRATIVE COMMITTEE

7.01 The Corporation acknowledges the right of the Union to appoint or to otherwise select a Union Administrative Committee from the Hospital employees who are Union members up to a maximum of eight (8) members, four (4) of whom shall be members of the bargaining Committee and one (1) of those four (4) shall be the President or Vice-president of the Union.

The Corporation agrees to negotiate and deal with a Bargaining Committee consisting of not more than six (6) persons (which will include the said four (4) employees of the Hospital and may also include one (1) other member of the executive of the Local Union and an International Representative of the Union, providing that members of the Bargaining Committee will not involve more than one (1) employee from any area or department) with respect to any matter which properly

arises during the term of this Agreement, including the settlement of complaints and grievances.

7.02 The Union recognizes and agrees that Committee women have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to their business of administering this Agreement. Committee women may not leave their departments without first securing permission from their Department Heads. Such permission will not be unreasonably withheld. When entering a department other than her own, a Committee member must first obtain the permission of the Department Head. Such permission will not be unreasonably withheld.

7.03 Members of the bargaining committee shall be paid their regular rate for all regular working hours lost due to attending negotiating meetings with Management up to the time the services of a Conciliation Officer are used. The employee shall obtain permission from her Department Head to leave her regular duties for such meetings. Permission for such purposes will not be unreasonably withheld.

ARTICLE VIII - COMPLAINTS

8.01 It is the mutual desire of the parties hereto that complaints of the Corporation or of the employees or of the Union will be adjusted as quickly as possible.

ARTICLE IX - GRIEVANCE PROCEDURE

9.01 Should any differences arise between the Corporation and an employee as to the interpretation or alleged violation of the provisions of this Agreement, they shall be taken up in the following manner:

Step 1 The employee shall first discuss the complaint with her

immediate supervisor and may have her Committee woman present if she so desires.

The immediate supervisor shall give a verbal reply to the employee within two (2) working days.

Step 2 If the complaint is not resolved, it shall be reduced to writing, signed by the employee and a Committee woman, and forwarded by the Committee woman to the Employee's Department Head within two (2) working days after receipt of the verbal reply in Step 1. The employee's Department Head shall, within two (2) working days, give her decision in writing to the Committee woman.

Step 3 If the grievance is not adjusted to the satisfaction of the Union by the Department Head, within two (2) working days from the receipt of the Department Head's written response, an appeal may be lodged by the Committee woman to the Vice-president of Employee Services.

The Vice-president of Employee Services shall give her reply in writing to the Committee woman not later than two (2) working days following receipt of the written grievance.

Step 4 If the grievance is not adjusted to the satisfaction of the Union by the Vice-president of Employee Services, an appeal may be lodged by the Committee woman to the Corporation's President within five (5) working days of the receipt of the Vice-president of Employee Services' written response.

Within five (5) working days from receipt of the appeal, the President and/or his designate(s) will meet with the Union Administrative Committee to discuss the grievance. The President shall give his written decision to the Committee Chairperson not later than three (3) working days following the meeting with the Administrative Committee.

9.02 An employee covered by this Agreement who has completed the probationary period and who claims that she has been unjustly discharged shall have a reasonable opportunity to discuss such claim with the Union Administrative Committee, in private, before leaving the premises of the Corporation, and any such claim shall be processed as a grievance if a written statement of such grievance is lodged by the employee and signed by a Committee Woman at Step #4 of the Grievance Procedure.

9.03 Where differences arise between the Corporation and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by the Union and dealt with commencing at Step 3 of the Grievance procedure herein and if necessary shall proceed in the same manner as the grievance of an employee to arbitration. Any grievance by the Union as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the complaint having occurred.

9.04 A grievance form shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the alleged grievance, the persons involved, the date on which the alleged grievance occurred and the relief sought.

A grievance shall be returned to the employee if it fails to comply with these requirements, and the employee shall have an additional five (5) working days to refile the grievance in conformity with this section.

9.05 Time Limits Complaints must be brought forward within five (5) working days from the date of the cause of the complaint occurs or within five (5) working days from the time the employee should have known of the occurrence of the event

upon which the complaint is based. Time limits shall be computed by excluding Saturday, Sunday, holidays, the employee's regular days off. Failure of the Union or of the employee to meet the time limits will cause the complaint or grievance to expire, and that specific complaint or grievance shall not be further considered or reintroduced by that specific employee or the Union on her behalf. Failure of the Corporation to meet its time limits shall permit the aggrieved employee or Union to take the complaint or grievance to the next succeeding step, provided they present the grievance at this next step within five (5) working days after the expiration of the said time limit.

9.06 At any meetings between the Committee and the President of **McKellar** General Hospital under the provisions referred to above, the Committee may be accompanied by an International Officer and/or two (2) duly accredited local representatives **of the** Union. The President **of McKellar** General Hospital likewise may be accompanied by such individual or individuals as he may desire. Either the Corporation or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at such meeting.

9.07 All time limits specified in Article IX may be extended through the mutual written consent of the parties to the Agreement.

ARTICLE X - ARBITRATION

10.01 Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) working days after the decision of the President has been given, notify the Corporation in writing, of its desire to submit the difference or allegation to arbitration. If within ten (10) days thereafter, the parties are unable to select, by mutual agreement, a single Arbitrator, then each party shall name a nominee and the two (2) so named shall, within ten (10) days, select a third person to act as Chairman of the Board of Arbitration. If the two (2) named fail to

agree upon a third person within the set ten (10) days, the matter shall be referred to the Minister of Labour for the Province of Ontario, for the appointment of a third person to act as Chairman. The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall govern.

10.02 The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend any of the provisions of this Agreement.

10.03 If a discharge grievance goes to arbitration, the Arbitrator or Board of Arbitration may settle the grievance by:

- (a) Confirming the dismissal of the employee;
- (b) Reinstating the employee with or without full compensation for time lost;
- (c) Any other arrangement which may be deemed just and equitable.

10.04 The Union and the Corporation shall each be responsible for the fees and expenses of its own nominee, and one-half of the fees and expenses of the Chairman or a single Arbitrator.

ARTICLE XI - WITNESS AND INSPECTION

11.01 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and

any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator or Board of Arbitration to have access to any part of the Hospital to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE XII - CORPORATION'S GRIEVANCES

12.01 It is understood that the Corporation may bring forward at any meeting held with the Committee any complaint with respect to the conduct of the Union, its officers or committee members, or member, which may affect the hospital and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing and the written grievance sent to the President of Local Union 96 or to her designated representative of the said Local.

12.02 If such complaint is not settled to the satisfaction of the Corporation, the President of the Local Union or her designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Corporation give a reply in writing to the Corporation.

12.03 If the written reply has not settled the grievance to the satisfaction of the Corporation or if no written reply is received by the Corporation within ten (10) days after the mailing or delivery of the written grievance to the President of the Local Union or the designated representative, the Corporation may within ten (10) days after receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article X of this Agreement.

12.04 Unless otherwise agreed to in writing, the Corporation shall comply with the time limits set out in this clause respecting any Corporation grievance, otherwise,

the grievance shall be deemed to have been abandoned.

ARTICLE XIII - PROBATIONARY PERIOD AND SENIORITY

13.01 New employees of the Corporation within the bargaining unit shall be considered probationary employees until they have completed forty-five (45) working days (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day) within any twelve (12) calendar months with the Corporation. Upon completion of the probationary period, she shall be credited with seniority equal to forty-five (45) working days. Grievances may not be presented in connection with the discharge or lay-off of probationary employees unless the discharge or lay-off is claimed to be a discrimination for Union activity. Probationary employees are entitled to all other rights and privileges accruing to employees under this contract.

- (a) Temporary employees will not attain seniority.
- (b) A seniority list shall be established for employees covered by this contract based upon each employee's last continuous period of employment. A copy of such list will be provided to the Union twice yearly, once on January 1st and again on July 1st.
- (c) Accumulation of Seniority
A part-time employee shall accumulate seniority on the basis of one year for each 1725 hours worked.

A full time employee shall accumulate seniority from the

date of commencement of her last continuous period of employment in a position covered by the agreement.

A casual employee coming within the scope of the bargaining unit as a result of this Memorandum of Settlement will be granted seniority effective the date of ratification by both parties provided she has worked forty-five **(45)** days within the preceding twelve (12) months.

13.02 An employee's seniority rights and his employment shall be deemed to have been terminated if:

- (a) the employee voluntarily leaves the employ of the Corporation, retires, or is retired under the terms of the Corporation Pension Plan.
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) the employee is absent for more than one **(1)** year because of lay-off or physical disability, or both, unless she is in receipt of payments from the Workers' Compensation Board in which case Clause 13.02 (d) would apply.
- (d) an employee is absent for more than eighteen **(18)** months because of an injury or illness occurring in the course of her employment *with the Employer* for **which** she is in receipt of payments from the Workers' Compensation

Board.

- (e) the employee fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work, unless the employee provides a reason satisfactory to the Corporation.

- (f) an employee is absent from work for a period of three (3) or more consecutive days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital.

13.03 Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by telegraph or prepaid registered post addressed to the employee at her last address shown on the seniority list or on the payroll of the Corporation, and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

13.04 When filling vacancies, making staff reductions or rehiring, employees shall be selected 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.

13.05 When the Corporation decides to make a reduction in the staff or to rehire otherwise than according to seniority, the Corporation will notify the Bargaining Committee and the Bargaining Committee will have three (3) days from the date of mailing or delivery of the notice to make representations to the Corporation.

13.06 Transference of Seniority An employee who transfers from a full-time position to a regular part-time position or vice versa shall transfer her seniority as follows:

- (a) an employee whose status is changed from regular part-time or casual to full-time shall transfer her seniority to the full-time position based on 1725 hours' work equals one year and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

- (b) an employee whose status is changed from full-time to regular part-time or casual shall transfer her full seniority to the regular part-time or casual position.

13.07 Lay-off and Recall In the event of lay-off, the Corporation shall lay-off employees in the reverse order of their seniority within their classification. 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 as long as she has the skill to perform the duties of the classification.

The decision of the employee to choose (a) or (b) above shall be given to the designated Corporation 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.

An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled. The laid off employee has the right to refuse recall to a lower paying position. Such refusal will not affect her right to recall provided herein.

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 Corporation of their intention in accordance with the following paragraph, or the employee has been found unable to perform the work available.

It is the sole responsibility of the employee who has been laid off to notify the Corporation of her intention within five (5) working days and to return to work within ten (10) working days (exclusive of Saturdays, Sundays and holidays) after being notified to do **so** by registered mail, addressed to the last address on record with the Corporation (which shall be deemed to have been received on the second day following the date of mailing). 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 her proper address being on record with the Corporation.

Where the employee fails to notify the Corporation of her intention to return to work in accordance with the above paragraph, she shall lose all seniority and be deemed to **have quit the employ of the Corporation**.

No full time employee within the bargaining unit shall be laid off by reason of her duties being assigned to two (2) or more part-time employees.

ARTICLE XIV - JOB POSTINGS

14.01 All new positions and vacancies in existing positions within the bargaining unit shall be posted on the bulletin board for a minimum of seven (7) calendar days. The posting shall stipulate the qualifications, classification, rate and department concerned. Postings for regular part-time positions shall stipulate the number of days per week. Employees shall make written application during that period for the position to the Vice-president of Employee Services. Any vacancy created by the granting of such application shall be posted on the bulletin board for a minimum of three (3) calendar days. A copy of each job posting for positions within the bargaining unit shall be forwarded to the Committee Chairperson. Should no applicant be considered suitable, or if there are no applications, the Corporation may fill the vacancy in such manner as it deems appropriate. The Corporation shall forward to the Committee Chairperson within seven (7) calendar days of appointment to a vacant position, the name of the successful applicant.

An employee may not bid on a job vacancy for a period of four (4) months from the date of her last successful bid on a job vacancy.

The above statement does not preclude an employee from bidding on a job vacancy in a higher classification at any time.

14.02 Employees who are promoted or transferred from one job to another shall serve a period as determined by the Corporation to a maximum of two (2) months on a newly assigned job. If the employee who is transferred or promoted cannot perform to the satisfaction of the Corporation or if the employee so requests, the Corporation shall return the employee to her former position and former rate of pay.

Other employees who may have been promoted or transferred from within the bargaining unit, because of the promotion or transfer, shall be returned to their former position at their former rate of pay.

14.03 In the circumstances where a position is increased in time with no substantial changes to the qualifications or job duties, the incumbent staff member shall have the opportunity to accept the increase in time, or, if the incumbent does not wish to increase her time, the full position shall be posted and the incumbent shall be laid off.

14.04 In the circumstances where a position is decreased in time with no substantial changes to the qualifications or job duties, the incumbent staff member shall have the opportunity to accept the decrease in time, or, if the incumbent does not wish to decrease her time, the new position shall be posted and the incumbent shall be laid off.

ARTICLE XV - CLASSIFICATIONS AND WAGE RATES

15.01 The classifications and corresponding wage rates as set out in Schedules "A" and "B" attached hereto will remain in effect from October 1st, 1993 to and including March 31, 1996.

15.02 When an employee transfers to a position in a higher paid clerical group, or within her own clerical group she shall receive the wage in the salary range for the new position which is equal, or higher to the rate she was receiving prior to her transfer, and she shall progress within the new salary range in accordance with her length of service in the new job position.

15.03 An employee who is temporarily assigned duties in a higher salary rated classification for a period of at least two (2) consecutive working days in any one

calendar year shall be paid the higher rate for the period. Each successive period of at least one (1) day in that same calendar year shall also be paid at the higher rate.

15.04 When an employee transfers to a position in a lower paid clerical group, the employee shall be placed at the same step of the salary range in the new group as she was at in her previous group.

15.05 An employee who is temporarily assigned duties in a lower paid clerical group shall maintain her higher rate of pay for all such time worked.

15.06 An employee of Admitting, Communications, or Credit Office will receive thirty cents (\$.30) per hour responsibility pay when assigned supervisory duties by the Manager or Supervisor for a period of one half (1/2) shift or more.

ARTICLE XVI - PAYMENT OF WAGES

16.01 The Corporation agrees that wages shall be paid on a bi-weekly basis.

16.02 The method of payment of wages is at the sole discretion of the Corporation. Where employees are paid by cheque, when an employee is working the midnight shift, her cheque shall be available upon completion of her shift on pay day.

ARTICLE XVII - TERMINATION OF EMPLOYMENT

17.01 The Corporation shall give notice of termination in accordance with the requirements of The Employment Standards Act.

17.02 Every employee shall give to the Corporation two (2) weeks' notice of termination or any vacation pay accrued will be payable only in accordance with the Employment Standards Act.

ARTICLE XVIII - HOURS OF WORK

Preamble The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

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

18.01 (a) The regular shift for all full-time employees shall consist of seven and one-half hours (7 **1/2**) (exclusive of the meal period).

(b) The regular work week for all full-time employees shall consist of thirty-seven and one-half (37 **1/2**) hours (exclusive of the meal times).

(c) The work schedule shall be planned in such a way that employees receive at least one (1) weekend off in four (4) except where the employee has been hired expressly for weekends.

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

18.02 Pre-determined schedules will be posted at least fourteen (14) days in advance. Affected employees will be notified of changes to the posted schedules.

18.03 In the event of an employee working in excess of seven and one-half ($7\frac{1}{2}$) hours per day or thirty-seven and one-half ($37\frac{1}{2}$) hours per week averaged over a four (4) week period, the employee shall receive overtime pay at a rate equal to one and one-half ($1\frac{1}{2}$) times the regular hourly rate.

18.04 An employee who has completed her shift and left the premises and is called back to work shall be paid at the rate of time and one-half for all hours worked or four (4) hours straight time, whichever is greater.

18.05 Employees shall be paid \$.45 per hour for all hours worked between 4 p.m. and 8 a.m.. Shift premiums will not be paid for any hours in which an employee receives overtime, and shift premiums will not form part of the employee's straight time hourly rate. (It is understood that some employees are working flex-time in Medical Records, at their request, and shift differential will not apply to them.)

18.06 A full-time or regular part-time employee required to be on stand-by shall receive stand-by pay in the amount of one dollar and twenty-five cents (\$1.25) per hour of stand-by, and if any employee is called in from such a stand-by, compensation will be paid at the rate of time and one-half of the regular rate of the employee for the hours worked.

Stand-by pay shall, however, cease when an employee is called in and works during the period of stand-by. The number of hours worked shall be deducted from the hours paid for stand-by.

18.07 All regular full-time employees will be allowed two (2) rest periods per day of fifteen (15) minutes duration without deduction in pay. All regular part-time employees shall be allowed a fifteen (15) minute rest period for each three and three-quarter (3.75) hours of work, without deduction in pay.

18.08 An employee will be paid time and one half for any shift scheduled to begin within sixteen (16) hours of the end of her last scheduled shift. Any change in a scheduled shift initiated by the employee and approved by the employer shall not result in overtime payment.

ARTICLE XIX - PAID HOLIDAYS

19.01 The Corporation recognizes the following days as paid holidays:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Civic Holiday (1st Holiday in August)	Thanksgiving Day
Labour Day	Boxing Day
	Christmas Day

19.02 An employee who works her scheduled day immediately prior to and following the holiday and who works on any of the holidays listed in Clause 19.01 above shall be paid time and one-half for such work. A full-time employee shall be granted a day off with pay at a time mutually agreed upon between the Corporation and the employee, within either the sixty (60) days preceding or the sixty (60) days following the holiday, provided however that where the Corporation decides that it is not feasible to give the compensating time off, the Corporation shall pay an additional day's pay. However, by mutual agreement between the employee and her Department Head in individual cases, such days may be accumulated over an agreed period to be taken at a mutually convenient time.

19.03 An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day, unless the employee presents to the employer proof of illness or non-occupational accident rendering her unable to perform her regular duties, in which case her absence from work will be treated as the paid holiday.

19.04 If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day added to her annual vacation in lieu thereof.

19.05 Each full-time employee who has completed the probationary period shall be entitled to three (3) floating holidays with regular pay. The second and third floating holiday may not be taken until the employee has completed six (6) months' employment. Time off for floating holidays shall be mutually agreed to by the Corporation and the employee. Such agreement shall not be unreasonably withheld.

19.06 In the event that some other day is proclaimed a Statutory Holiday by the Government of Ontario or the Government of Canada such day shall be substituted for one of the said floating holidays.

19.07 In order to qualify for each paid holiday, an employee designated as a full-time employee, must work the day before and the day after the holiday, unless such days are scheduled days off or scheduled vacation days. A paid holiday which falls during a period of paid sick leave will be deemed to be the paid holiday and such day will not be charged against sick leave credits.

ARTICLE XX - SICK LEAVE

20.01 Sick leave means the period of time when an employee is permitted to be absent from work with pay due to sickness, injury or quarantine rendering her unable to perform her regular duties as an employee and not compensable under the Workers' Compensation Act.

20.02 The Corporation will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

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

20.04 Effective July 1, 1989, the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void.

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 her regular straight time hourly rate. The "sick leave bank" shall be utilized to supplement payment for sick leave days under the new program which would otherwise be at less than full wages.

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

20.06 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

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

contained in this agreement.

20.08 An employee will not be entitled to sick pay during a period of lay-off or leave of absence without pay or during a vacation period.

20.09 Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

20.10 When sick pay is claimed, proof of disabling sickness or accident will be furnished by a medical practitioner if requested by the Corporation.

20.11 Employees on sick leave shall maintain an ongoing liaison with the Hospital and confirm their date of return to work from such sick leave with the Corporation to the extent necessary to accommodate scheduling arrangements.

20.12 The H.O.O.D.I.P. program and all benefits thereof will cease subject to the terms and conditions of the plan.

ARTICLE XXI - HEALTH AND WELFARE

21.01 Every full-time employee shall, as a condition of employment, on fulfilment of the eligibility requirements enrol in the Hospitals of Ontario Pension Plan in accordance with its terms.

21.02 The Corporation will contribute for regular full-time employees to Blue **Cross** Extended Health Care or comparable coverage with another carrier an amount equal to 75% of the billed premium (\$10.00)(single) (\$20.00)(family) deductible (no co-insurance) subject to the terms and conditions of such Plan, and subject to the carrier's requirements as to minimum enrolment.

21.03 The Corporation will contribute to the Blue **Cross** Group Dental Plan #9 based on the current year's O.D.A. Schedule of fees or comparable coverage with another carrier, for all full-time employees who have completed the probationary period an amount equal to 75% (effective March 2, 1995) of the billed premium applicable to the employee and such employee shall pay the remainder of the premium through payroll deduction, subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment. **All** eligible employees employed after the date of the Plan shall be required to enrol after completion of their probationary period as a condition of employment.

Participation by present employees who elect not to participate on the effective date shall be restricted to subsequent anniversary dates of the implementation of the Plan without any waiting period.

21.04 The Corporation will contribute to the Group Life Insurance Plan for regular full-time employees an amount equal to 100% of the billed premium subject to the terms and conditions of the plan.

21.05 The Corporation will contribute to Blue Cross semi-private hospital insurance or the equivalent for regular full-time employees an amount equal to 100% of the billed premium.

21.06 Effective January 1, 1990, the Corporation will contribute for regular full-time employees to Blue Cross Vision Care Plan of \$90 every 24 months or comparable coverage with another carrier an amount equal to 75% of the billed premium subject to the terms and conditions of the Plan.

ARTICLE XXII - VACATIONS

22.01 Employees who remain in the service of the Corporation less than six (6)

months shall be allowed vacation pay in accordance with the Employment Standards Act.

22.02 After six (6) months of continuous service, an employee's vacation credits shall be deemed to have accrued monthly at the rate of one-twelfth (1/12) of the vacation with pay to which such employee would become entitled after one year of continuous service.

22.03 After one (1) year of continuous service, an employee will be entitled to two (2) weeks' vacation with pay and following the anniversary date of employment, vacation pay shall accrue for each month of continuous service at the rate of one-twelfth (1/12) of two weeks' vacation with pay.

22.04 After three (3) years of continuous service with the Corporation as of June 30, (two (2) years of continuous service, as of June 30, 1995) an employee shall be entitled to three (3) weeks' vacation with pay.

22.05 After eight (8) years of continuous service with the Corporation as of June 30, (five (5) years of continuous service, as of June 30, 1995) an employee shall be entitled to four (4) weeks' vacation with pay.

22.06 After sixteen (16) years of continuous service with the Corporation as of June 30, (fifteen (15) years of continuous service, as of June 30, 1995) an employee shall be entitled to five (5) weeks' vacation with pay.

22.07 After twenty-five (25) years of continuous service with the Corporation as of June 30, an employee shall be entitled to six (6) weeks vacation with pay.

22.08 Part-time employees will be entitled to pro-rated vacation time based on the full-time entitlement. (ie: an employee who normally works two (2) days per

week is entitled to two (2) scheduled days off with pay for each week of vacation entitlement). It is understood and agreed that part-time vacation pay will be paid in April of each year.

22.09 The employer will post a list requesting vacation preference from employees. This list will be posted by February 15th each year, and remain posted until April 15th of each year. Employees will enter their preferred choice of vacation dates by seniority by April 15th each year, and a finalized list will be posted by the Employer by April 30th each year.

Failure of an employee to enter her preferred vacation dates by April 15th each year, will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.

Full-time employees may be allowed to break up one week of vacation to be taken one day at a time upon the approval of the Manager.

22.10 Should an employee become ill preceding his scheduled vacation period and should such illness continue into what would have been his vacation, the Corporation at its discretion may consider all or part of such time as sick leave in which case the vacation period would be rescheduled at a later date mutually agreeable to the Corporation and the employee.

If an employee becomes ill during his vacation period and is hospitalized as a result of such illness and presents to the Corporation confirmation of such hospitalization, all such time spent in hospital shall be considered sick leave, in which case the period of hospitalization will be rescheduled as a vacation period at a later date mutually agreeable to the Corporation and the employee.

ARTICLE XXIII - GENERAL CLAUSES

23.01 The Corporation will continue to establish and maintain conditions of employment superior to minimum conditions established herein whenever possible, and will continue to regard the employees for ability and faithful service by the payment of salaries in excess of the minimum established herein if possible.

23.02 When a new job classification within the bargaining unit is created, the Corporation will ~~so~~ inform the Union, prior to posting the position and will receive and consider a submission by the Union Committee in determining the salary scale for that job classification until the expiry of the Collective Agreement.

Where the parties cannot agree on the appropriate salary range, the Corporation may post and fill the position and the Union may submit the question of salary to a single Arbitrator. Any change to the proposed salary awarded by the Arbitrator would be retroactive to the date the position was filled.

23.03 In instances where by the introduction of modern office equipment, substantial changes in the personnel complement are affected, consideration will be given to present employees as to their suitability for any new positions created by the introduction of modern business equipment prior to the employment of new personnel.

23.04 Whenever the feminine gender is used in this agreement, the masculine gender is included.

23.05 Video Display Terminal A pregnant employee required to operate a VDT may request reassignment to work which would not require her to operate a VDT. On receipt of such request the Hospital will:

- (i) assign her to other work for which she is

qualified in her grade level which would not require her to operate a VDT; or

- (ii) assign her to lower grade work which would not require her to operate a VDT with no reduction in pay ; or
- (iii) grant an unpaid pregnancy leave if no work is available which would not require her to operate a VDT.

ARTICLE XXIV - LEAVES OF ABSENCE

24.01 (a) Bereavement Leave - Full-Time Employees

If the parent, guardian, step-parent, spouse, child, step-child, brother/sister, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of an employee dies, the employee who attends the funeral of such deceased person will be granted three (3) consecutive scheduled working days off with pay in conjunction with the day of the funeral.

Where an employee is unable due to distance of travel to attend the funeral of a member of her immediate family as defined in the first paragraph of this clause, she shall be entitled to leave for mourning on the day of the funeral without **loss** of regular straight time earnings to which she would otherwise have been entitled to that day.

(b) Bereavement Leave - Part-Time Employees

Leave for the death of a member of the immediate family (i.e. those family members as defined for full-time employees) of three (3) days without **loss** of

regular straight time wages on scheduled shifts. Payment for such day or days off will be confined to the period from the date of death up to and including the date of the funeral.

24.02 Pregnancy Leave

(a) An employee who **is** pregnant and who has been employed for at least ten **(10)** months immediately preceding the date her leave commences shall be entitled, upon her written application therefor to the President, 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.

(b) Where the actual date of her delivery **is** later than the estimated day of 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 the Corporation two **(2)** weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish the Corporation 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 the Corporation one **(1)** week's notice of her intention to do **so** and furnishing the Corporation with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

(e) The Corporation may require the employee to begin the leave of absence at such time **as** 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 Corporation, furnish medical proof of her fitness to resume her employment following the leave of absence.

(g) Credits for benefits under the provisions of the Collective Agreement or elsewhere, shall be retained up to the commencement of the 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. However, credit for seniority shall not be suspended but shall accumulate during such leave.

(h) No contributions for any employee benefits provided under this Collective Agreement will be made by the Corporation 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 Corporation shall be entitled to remit to the Corporation such full premiums as fall due during the leave so as to ensure 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 Corporation is required to advise the Corporation in writing two (2) weeks prior to the expiry of the leave of absence for 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 Collective Agreement relating to seniority, provided that where operations which were suspended or discontinued

by the Corporation during such leave of absence have not been resumed by the Corporation prior to the expiry thereof, the Corporation shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (j) hereof.

(k) The leave of absence provided for under this Article may be extended by the Corporation upon application in writing to the President, for a period up to six (6) months following the date the leave commenced.

(l) "An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to section 30, of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings."

The above to be effective on the date approved by U.I.C.

24.03 Adoption Leave

(a) Where an employee with at least twelve (12) 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 three (3) months duration or such greater time as may be required 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. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request **may** be verbally and subsequently verified in writing. Such request for adoption leave shall not be unreasonably withheld.

(b) **It is** understood that during an adoption leave exceeding thirty (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 by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

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

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

- (a) informs the Corporation immediately upon being notified that the employee will be required to attend court;
- (b) presents proof of service requiring the employee's attendance; and

- (c) promptly repays the Corporation the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

24.05 The Corporation may at its discretion, grant a leave of absence, without pay, to any employee requesting same for good and sufficient reason and shall reinstate such employee at the end of the agreed period or sooner without loss of seniority or salary standing.

24.06 At such time as the Union may request, the Corporation shall grant leave of absence without pay for a period not exceeding ten (10) days in any year to two members of the Union for the transaction of Union business, or for a longer period if mutually agreed upon. The Corporation will pay the regular salary to the employee and bill the Union for time lost by the employee during such leave of absence.

24.07 Education Leave 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 her employment qualifications.

24.08 Upgrading Courses Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

ARTICLE XXV - NOTICES

25.01 The Union shall have the privilege of posting notices of meetings of employees and other approved notices at specified places on the Corporation's premises. The Corporation shall be furnished with copies of all such notices prior to their posting, and may require the Union to refrain from posting any notice which it



considers objectionable.

ARTICLE XXVI - BENEFITS FOR PART-TIME EMPLOYEES

26.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call-back pay, jury and witness duty, and bereavement pay) an amount equal to fourteen percent (**14%**) of her regular straight time hourly rate for all straight time hours paid,

The Corporation will post and furnish the Union with a copy of a list of part-time employees showing their date of commencement of their last continuous employment. A copy of such list will be provided to the Union twice yearly, on the same dates as agreed for the full-time seniority lists.

It is agreed that regular part-time employees will receive vacation entitlement in a manner consistent with all present policies concerning vacation entitlement.

Article XX - Sick Leave, and Article XXI - Health and Welfare apply only to regular full-time employees.

It is agreed and understood that any reduction to the percentage in lieu of fringe benefits that is agreed to by the SEIU Local 268 and McKellar Hospital will also apply to OPEIU Local 96. This reduction, if any will become effective on the same date as it does for the SEIU members.

ARTICLE XXVII - DURATION AND RENEWAL

27.01 This Agreement shall continue in full force and effect from the 1st day of October, 1993 until midnight on the 31st day of March, 1996.

27.02 If either party desires to terminate this Agreement as of midnight on the 31st day of March, 1996, it shall not less than fifteen (15) days and not more than ninety (90) days prior to such date give written notice to the other of such notice of termination.

27.03 If neither party shall so give notice to terminate this Agreement, it shall continue in effect from year to year after the 31st day of March 1996, subject to termination by either party on written notice to the other given not less than fifteen (15) days and not more than ninety (90) days prior to the 31st day of March in any subsequent year.

27.04 In the event of such notification being given, negotiations between the parties shall begin within fifteen (15) days following such notification.

27.05 All negotiations for the renewal or amendments of this agreement shall be subject to the terms of The Ontario Labour Relations Act., R.S.O. 1980, Chapter 228 and any amendments thereto.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

McKELLAR GENERAL HOSPITAL

Per: [Signature]
President

[Signature]
Chairman, Board of Governors

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 96,
A.F. A.F. of L. - C.I.O.

Per: [Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Schedule "A"

'Schedule "A" shall be the basic wages for the classification names therein from October 1 1993 until the 31st day of March, 1996.

CLASSIFICATION	DATE	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
OFF CLK DIET MICROFILM CLK RECEP HSKPG CENSUS CLK	Oct 11/92	\$13.850	\$13.941	\$14.038	\$14.134	\$14.226
FILING CLK RAD/HLTH REC EMERG CLK - HR CHART ASMB SPD DISPAT MED DIC AST-HR ADM & DISC-HR MED CLK TYP- RAD BIL CLK EGA JR PAY CLK KEYPUNCH OPER PT INS CLK	Oct 11/92	\$13.983	\$14.074	\$14.170	\$14.266	\$14.358
CLR CD CLK/RAD CLK RECEP RESP AIR BIL CLK & CASHIER PHARMACY CLK JR A/P CLK MED CLK TYP/LAB SENIOR CASHIER RECEP-REHABIL	Jan 01/94 Jan 01/95	\$14.748 \$15.047	\$14.843 \$15.142	\$14.940 \$15.239	\$15.036 \$15.335	\$15.138 \$15.437
WARD CLERK COMMUN OP	Jan 01/94 Jan 01/95	\$14.830 \$15.003	\$14.925 \$15.098	\$15.020 \$15.193	\$15.113 \$15.286	\$15.209 \$15.382
ADMITTING CLK RECEP EMERG CT CLERK	Jan 01/94 Jan 01/95	\$14.893 \$15.066	\$14.988 \$15.161	\$15.085 \$15.258	\$15.181 \$15.354	\$15.283 \$15.456
SR A/P CLERK HLTH REC TECH III	Jan 01/94 Jan 01/95	\$15.144 \$15.317	\$15.241 \$15.414	\$15.333 \$15.506	\$15.431 \$15.604	\$15.525 \$15.698
MED CLK TYP - RAD	Jan 01/94 Jan 01/95	\$14.774 \$14.947	\$14.869 \$15.042	\$14.966 \$15.139	\$15.062 \$15.235	\$15.164 \$15.337
SR INS CLK	Jan 01/94 Jan 01/95	\$15.514 \$15.687	\$15.610 \$15.783	\$15.704 \$15.877	\$15.801 \$15.974	\$15.894 \$16.067
RECEP - RAD OR CLERK X-RAY CLERK SOCIAL WK CLK MED CLK TYP- IPSYCH	Jan 01/94 Jan 01/95	\$14.943 \$15.116	\$15.038 \$15.211	\$15.135 \$15.308	\$15.231 \$15.404	\$15.333 \$15.506
MED DICT TYP - HR	Jan 01/94 Jan 01/95	\$15.194 \$15.367	\$15.291 \$15.464	\$15.383 \$15.556	\$15.481 \$15.654	\$15.575 \$15.748
SR PAYROLL CLK ACCOUNT CLK COM APP COORD	Oct 11/92	\$15.965	\$16.059	\$16.153	\$16.247	\$16.341

SCHEDULE "B"CLASSIFICATIONS AND JOB TITLES

<u>CLASSIFICATION</u>	<u>JOB TITLE</u>	<u>DEPARTMENT</u>
Group I	Office Clerk	Dietetics
	Microfilm Clerk	Health Records
	Receptionist	Housekeeping
	Census Clerk	Business Office
Group II	Filing Clerk	Diagnostic Imaging
	Filing Clerk	Health Records
	Emergency Clerk	Health Records
	Chart Assembler	Health Records
	Dispatcher	S.P.D.
	Medical Dictatypist Assist	Health Records
	Admissions & Discharges	Health Records
	Billing Clerk-EGA	Business Office
	Junior Payroll Clerk	Business Office
	Keypunch Operator	Business Office
	Patient Insurance Clerk	Business Office
Medical Clerk Typist	Diagnostic Imaging	
Group III	Colour Code Clerk	Diagnostic Imaging
	Clerk Receptionist	Clinical Tech
	A/R Billing Clerk & Cashier	Business Office
	Pharmacy Clerk	Pharmacy
	Junior A/P Clerk	Business Office
	Medical Clerk Typist	Laboratories
	Senior Cashier	Business Office
	Receptionist	Rehabilitation
Group IV	Ward Clerk	Patient Services
	Communication Operator	Communications
	Admitting Clerk	Admitting
	Receptionist	Emergency
	CT Clerk	CT Scan
	Senior A/P Clerk	Business Office
	Tech III	Health Records
	Senior Insurance Clerk	Business Office
Med Clerk Typist	Diagnostic Imaging	
Group V	Receptionist	Diagnostic Imaging
	Clerk	Diagnostic Imaging
	Clerk	Operating Room
	Clerk	Social Work
	Medical Clerk Typist	Psychology
	Medical Clerk Typist	Health Records

Group VI

Senior Payroll Clerk
Accounting Clerk
Computer Application Co-ord

Business Office
Business Office
Diagnostic Imaging

- (1) New applicants will be classified in Group I during probationary period.
- (2) Incumbents are currently receiving higher rates of pay which are not inherent with job titles and may not be paid to successors.

It is understood that these classifications are set out for convenience only and **do** not necessarily reflect the total job content, it being understood that employees may be required to perform other related tasks in the interest of efficient operation.

LETTER OF UNDERSTANDING

Between :

MCKELLAR GENERAL HOSPITAL

And:

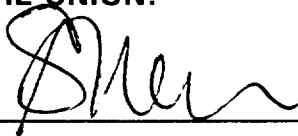
OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL UNION, LOCAL 96.


Subject: Red-Circling of Rates not falling within the "A" Classification and Salary Range - Schedule "A"

It is agreed that rates of pay, other than provided for in Schedule "A" or by Letter of Intent appended to the Collective Agreement, will be red-circled and employees receiving such wages will be granted 50% of negotiated wage increases until such time as their rates fall within the range for their classification in Schedule "A".

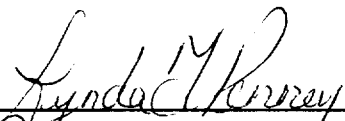
This letter of understanding is retroactive to October 1, 1982 and applies to the Memorandum of Agreement dated May 17, 1989.


FOR THE UNION:

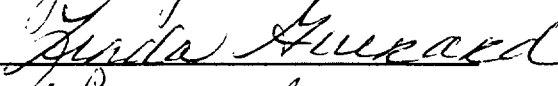






FOR THE HOSPITAL:











LETTER OF INTENT

between

McKELLAR GENERAL HOSPITAL

and

**OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL UNION, LOCAL 96**

It is agreed between the above mentioned parties, that all sick leave credits will cease to accrue for all regular part-time employees as of March 31, 1981. Any regular part-time employees having accrued sick leave as at March 31, 1981, will in the event of illness be allowed to use sick leave credits accrued up to March 31, 1981.

It is also agreed that for the purpose of this Letter of Intent the following provisions will apply:

Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness, injury or quarantine rendering her unable to perform her regular duties as an employee and not compensable under the Workers' Compensation Act.

Sick leave will be granted on the following basis:

- (a) Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits.
- (b) When sick pay is claimed, the Corporation reserves the right to demand proof of illness by medical certificate. At the Employer's discretion, an employee may not be allowed sick leave for the first two days of absence from work in the fifth and any succeeding period of absence because of sickness in any calendar year of employment, except where such employee has accumulated sick leave credits of at least 36 days as at the commencement of such fifth or succeeding period of illness, within each calendar year.

Letter of Intent Continued

It is understood that this provision is to endeavour to eliminate the abuse of sick leave and that its application will contribute to the accumulation of sick leave credits in the event of a major illness.

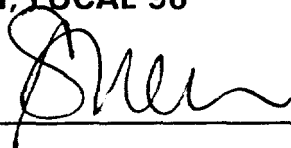
- (c) Sick leave benefits will cease on termination of employment, or on reaching normal retirement age, or on death.

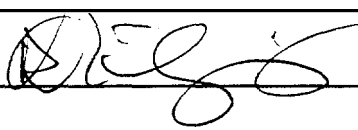
In case of layoff, this provision applies only to cases where the disability commenced after notice of layoff.

- (d) An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

Dated in Thunder Bay, Ontario this 17th day of May, 1989.

**OFFICE & PROFESSIONAL
EMPLOYEES' INTERNATIONAL
UNION, LOCAL 96**





MCKELLAR GENERAL HOSPITAL

