

SOURCE	Hosp.		
EFF.	87	01	19
TERM.	88	01	18
No. OF EMPLOYEES	154		
NOMBRE D'EMPLOYÉS	154		

COLLECTIVE AGREEMENT

BETWEEN:

THE HOSPITAL COMMISSION, SARNIA
GENERAL HOSPITAL, Sarnia, Ontario

(hereinafter called the "Employer")

OF THE ONE PART

- and

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220
S.E.I.U.

a voluntary union of employees chartered by the
Service Employees International Union, and
affiliated with A.F. of L.-C.I.O.-C.L.C.,
representing certain Employees of the Employer.

(hereinafter called the "Union")

OF THE OTHER PART

FULL-TIME BARGAINING UNIT

JANUARY 19, 1987 - JANUARY 18, 1988

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ADDENDUM TO THE COLLECTIVE AGREEMENT -
AMBULANCE SERVICES

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the employer and its **employees within** the bargaining unit.
- 1.02 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - BARGAINING UNIT OR SCOPE OF AGREEMENT

- 2.01 For the purpose of this Agreement, the term "employee" or "employees" shall mean only a Full-Time employee or employees, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 2.02 "Temporary employee" shall mean an employee hired for a specific assignment which shall not exceed three (3) months or in the case of maternity relief, the duration of the maternity leave. The term of the specific assignment may, however, be extended by agreement of the parties. Temporary employees will not be covered by the terms of this Collective Agreement, but will continue to be covered by the terms of the Part-Time Collective Agreement. A copy of the notice of appointment of all temporary employees shall be provided to the Local Union.
- 2.03 "Permanent Part-Time employee" **shall** mean an employee regularly employed for more than twenty-four (24) hours per week but less than Full-Time employees. Permanent Part-Time employees shall earn vacation, paid holidays and sick leave entitlement on a prorated basis in accordance with hours worked as Permanent Part-Time.

ARTICLE 3 - RECOGNITION

- 3.01 The Union is recognized as the sole collective bargaining agency **for all** employees of the bargaining unit as defined herein and the Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

- 3.02 Both parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised **with** respect to the membership or activity in the Union, or non-membership of any employee in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned.
- 3.03 Both parties agree that no employee of the employer shall be discriminated against because of race, creed, colour, sex, nationality, ancestry, place of origin, age or marital status.

ARTICLE 4 - UNION SECURITY

- 4.01 The Hospital shall deduct an amount equivalent to regular monthly union dues for the term of this Agreement according to the following conditions:
- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
 - (c) Union dues will be deducted from the employee's pay on the first pay of each month in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than fifteen (15) days after such deductions.
 - (d) The Hospital agrees when forwarding union dues to submit a list indicating the names and classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.
- 4.02 Regular monthly union dues referred to in this article, shall mean the regular monthly union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as-certified to the Hospital in writing by the Union.
- 4.03 The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.
- 4.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

- 4.05 T-4 slips issued annually to employees shall show deductions made for union dues..
- 4.06 . The Hospital will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Hospital's requirements for the contracting out of services.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

ARTICLE 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

- 6.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency and generally govern the conduct of employees, and to establish and enforce rules and regulations necessary therefor. The Employer agrees that any such rules and regulations shall not conflict with the provisions of this Agreement and will inform the Union of changes in rules and regulations directly affecting employees' working conditions;
- (b) Hire, discharge, transfer, promote, demote, classify, or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed the probationary period within the bargaining unit has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

- 7.01 The Union shall have the right to elect or otherwise select a Union Committee of five (5) employees; it being understood that one (1) Committee Member will be from the Part-Time Bargaining Unit. The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement, including the negotiations for or renewal of this Agreement. It is agreed that the Union Representative of Local 220 may be present with the Committee.

- 7.02 The Union shall elect from amongst employees eight (8) stewards whose duties shall be to assist employees working in the department or area the steward represents in presenting their grievances to the designated representative of the Hospital in accordance with the grievance procedure. The Union shall notify the Hospital in writing of the names of the stewards selected and their areas of representation.
- 7.03 (a) The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their duties without first obtaining permission from the Supervisor of the Department or Unit in which they are working and upon completion of such duties shall report back to that official.
- (b) In accordance with this understanding in paragraph (a) above such employees shall be compensated by the Employer for time lost from regular hours of work while meeting with representatives of the Hospital in dealing with matters arising out of this Agreement.
- 7.04 The Union Committee and the Employer shall meet each month at the times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by a letter from either party to the other party, containing an agenda of the subjects to be discussed.
- 7.05 The Union agrees to supply the Employer with the names of the stewards and the members constituting the Committee and will keep such a list up-to-date at all times.
- 7.06 The Employer agrees to supply the Union Office, the Union Committee Members and Stewards with the names of Department Heads and Supervisors in Departments having employees covered by this Agreement and the names of the persons in the Management Committee. The list will be provided each January but the Hospital will give notice to the Union office of changes as they occur so that the list can be maintained in a current position.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Department Head or Supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his Department Head or Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the Department Head or Supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of the Department Head or Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the Department Head or Supervisor to attempt to adjust his complaint.

8.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his Department Head or Supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Head or Supervisor will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

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

Step No. 3

Within five (5) calendar days following the decision under Step No. 2, the grievance must be submitted to the Executive Director (or his designate) to be discussed at a meeting between the Executive Director (or his designate), the said Steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired.

The Executive Director (or his designate) shall give his written **disposition** within five (5) calendar days of the day of such meeting. Failing settlement, either party **may** submit the matter to **arbitration** within ten (10) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such ten (10) day period, **the grievance** shall be deemed to have been abandoned.

If the employee wishes, he may submit a written grievance, **in** the form prescribed for Step No. 1, at Step No. 2 without first following Step No. 1. Where an employee decides to leave out Step No. 1, he **must**, nevertheless, first comply with the requirement of Article 8.02 and then **must** submit his written grievance at Step No. 2 within ten (10) calendar days following the decision of his immediate supervisor.

8.04 Policy Grievance

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

8.05 Discharge Grievance

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

8.06 Group Grievance

Where two or more employees have similar grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at

Step No. 2 with-in ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

- 8.07 All agreements reached under the grievance procedure between the representatives. - of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

ARTICLE 9 - ARBITRATION

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

9.07 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties **shall** result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.

ARTICLE 10 - PERSONAL FILE

10.01 An employee shall upon written request have an opportunity to view his personal file. The information the employee may review will be:

1. Application Form
2. Written warnings and evaluations
3. Incident reports.

ARTICLE 11 - PROBATIONARY PERIOD, SENIORITY, TRANSFER AND PROMOTION

11.01 An employee will be considered on probation until after he has completed forty-five (45) days of work in the Full-Time bargaining unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Hospital. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

11.02 In the case of promotion, transfer, where the employees' qualifications and experience to perform the work of the job concerned are relatively equal, seniority shall apply.

11.03 A copy of the seniority list will be posted on the Union Bulletin Boards, showing the employee's name and seniority date and will be brought up-to-date every six (6) months according to the records of the Employer. After such first posting, the Seniority Lists shall be final except as to any employee who disputes under the Grievance Procedure, the accuracy of his seniority date within thirty (30) days after the list is first posted. The Employer agrees to supply the Union Office, the Union Committee Members and Stewards with copies of the seniority list giving the list of names, addresses and classifications of the employees.

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

(a) has been laid off for the lesser of his length of seniority or twenty-four (24) calendar months;

(b) is absent due to disability or illness for a period of twenty-four (24) months, or a period equivalent to the employee's length of seniority at the time the disability or illness **commenced**, **whichever is** the lesser;

(c) 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, and **failure** to notify was not due to circumstances within the employee's control;

(d) fails to return to work upon the expiration of a leave of absence, for reasons within the employee's control, or utilizes a leave of absence for a purpose other than that for which it **was** granted unless excused by the Hospital in writing;

(e) fails upon being notified of a recall to signify his intention to return within three (3) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven (7) calendar days after he has received the notice of recall or such further period of time as **may** be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 For the purpose of layoffs and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid **leaves** of absence beyond thirty (30) calendar days (except **maternity leave**) or illness in excess of sixteen (16) weeks, and period or periods of layoff.
- 12.02 (1) In the event of a layoff, employees with the least seniority within the classification in which the layoff takes place shall be laid off first, providing that the employees who remain on the job then have the ability to perform the work.
- (2) An employee laid off pursuant to Clause .02 (1) shall have the option of accepting the layoff, or shall have the right to displace the least senior employee in the bargaining unit who:
- (a) is in a lower classification having the same or lower rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position!, and requires no training other than orientation; and
- (b) has less seniority than the laid off employee.
- (3) Any persons displaced through this procedure shall themselves be entitled to utilize the procedure.

12.03 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 layoff in **accordance** with the following schedule:

(a) Up to two (2) years' service - two (2) weeks' notice;

(b) Two (2) years or more but less than five (5) years' service - three (3) weeks' notice;

(c) five (5) years or more but less than ten (10) years' service - four (4) weeks' notice;

(d) ten (10) years or more service - eight (8) weeks' notice.

Service shall be calculated as stated above as of the date of the proposed layoff.

12.04 In all other cases of layoff, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice; provided, however, such notice shall not be required if the layoff occurs because of emergencies, for example, fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Hospital.

12.05 Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in .02 above, for a period of twenty-four (24) calendar months or less, in the order of their seniority, provided that he then has the ability to perform the available work.

12.06 No new employee shall be hired in the classifications in which a layoff has taken place until 'Laid off employees, who retain seniority and are eligible for recall as prescribed by this Article, have been given the opportunity to return to work.

12.07 Article 12.02 (1) states:

"In the event of a lay-off, employees with the least seniority within the classification in which the layoff takes place shall be laid off first, providing that the employees who remain on the job have the ability to perform the work."

Within the proviso set out in 12.02 (1) above, it is agreed and understood by the parties the following procedure applies:

(1) When staff reduction is necessary and the staff reduction is not in the area where the least senior employee within the classification is employed, the Hospital shall lay-off the least senior employee in the bargaining unit within the classification, and shall then transfer to the position of the laid off employee the least senior employee within the classification in the area in which the staff reduction takes place.

Example:

The Hospital finds it necessary to reduce the number of R.N.A.'s on our Surgical Unit, 2 East, from 5 to 4. The least senior R.N.A. with the R.N.A. classification in the bargaining unit has 18 months seniority and works on Chronic Care, 3 West.

The employee laid off will be the R.N.A. on Chronic Care, 3 West, with 18 months seniority. The R.N.A. on the 2 East Surgical Unit with 6 years seniority will be transferred to the position of the laid-off R.N.A. on Chronic Care.

If staff reduction takes place in the area in which the least senior employee within the classification works, this employee will be laid off and no transfer will be required.

(2) If an entire work unit is to be closed, requiring the layoff of a number of employees within a classification, the least senior employees in the bargaining unit within the classification will be laid-off. Employees working on the work unit which is to be closed who have seniority sufficient to avoid their being laid off, will be transferred to the positions of the laid off employees, the most senior employee taking the place of the least senior laid off employee.

Example:

Surgical Unit, 2 East closes down. Five (5) R.N.A.'s must, therefore, be reduced from staff. Two (2) of the 5 R.N.A.'s on 2 East are the least senior R.N.A.'s in the bargaining unit. They are laid off. The other 3 R.N.A.'s to be laid off are the next 3 R.N.A.'s with the least seniority in the bargaining unit. The **remaining** 3 R.N.A.'s on 2 East who have seniority sufficient to **avoid** layoff will be transferred to the positions of the laid off employees, the most senior R.N.A. taking the least senior laid off R.N.A.'s position.

It is also agreed and understood the Hospital and the Union will meet prior to the implementation of the above to review the staff reductions, lay-offs and transfers.

ARTICLE 13 - NEW CLASSIFICATION

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

ARTICLE 14 - JOB POSTING

- 14.01 It is mutually agreed that notices within the scope of the Bargaining Unit of any initial vacancy occurring or any new job created shall be posted on an approved Bulletin Board for five (5) calendar days. The filling of such vacancy or new job created shall be based in accordance with Article 11.02.
- 14.02 If no employee applies for the subsequent vacancy the Employer will accept applications from employees in the Part-Time Bargaining Unit prior to giving consideration to persons not employed by the Hospital.
- 14.03 A vacancy created by the filling of the posted initial vacancy in a department shall be posted in accordance with Article 14.01 but all subsequent vacancies in a department shall not be posted but shall be filled in accordance with Article 11.02. It is understood and agreed that an employee may file a written application with the Employer for up to two said subsequent vacancies in a department.
- 14.04 An employee wishing consideration in the event of a position in another part of the Hospital being available, may file such a written application for up to two positions. An employee who has filed a written application for a position to which another person is assigned will be informed of the reasons that the employee was not assigned to the position concerned.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 The standard work week shall be thirty-seven and one-half ($37\frac{1}{2}$) hours and the standard work day shall be seven and one-half ($7\frac{1}{2}$) hours; exclusive of an unpaid meal break, provided that employees complete their seven and one-half ($7\frac{1}{2}$) hours of work within an eight and one-half ($8\frac{1}{2}$) hour period and the said thirty-seven and one-half ($37\frac{1}{2}$) hours shall be averaged over the scheduling period for all employees.
- 15.02 Authorized work performed in excess of an average of thirty-seven and one-half ($37\frac{1}{2}$) hours per week or seven and one-half ($7\frac{1}{2}$) hours per day will be counted as overtime work and will be paid for at the rate of time and one-half computed at the prevailing rates for the employee's job classification. It is understood that overtime has to be authorized by the Department Head before overtime rates, take effect. Employees required to perform such overtime work shall not be required to take time off during a normal working period in lieu of overtime work performed. There shall be no duplicating or pyramiding of overtime. Hours worked by an employee in any work week on which overtime rates have once been allowed shall not be used again in any overtime computation.
- 15.03 Wherever possible, the Hospital will provide consecutive days off rather than alternate or staggered days. Also, the Hospital will endeavour where practicable to schedule an equal number of weekends off.
- 15.04 (a) On rotation of shifts, if an employee is required to work more than one shift within a 23 hour period, the hours worked in the second shift will be paid at time and one-half.
- (b) Where an employee works two consecutive shifts, he may request that his next scheduled shift be cancelled. The granting of this request shall be subject to the operational requirements of the Hospital, but shall not be unreasonably withheld.
- 15.05 It is understood and agreed that Article 15.01 has no application whatsoever to Permanent Part-Time employees as described in Article 2.03. However, authorized work performed by a Permanent Part-Time employee in excess of $37\frac{1}{2}$ hours per week or $7\frac{1}{2}$ hours per day will be counted as overtime work and will be paid for at the rate of time and one-half computed at the prevailing rate for the employee's job classification.

ARTICLE 16 - REST PERIODS

- 16.01 Regular Full-Time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half ($7\frac{1}{2}$) hour shift,

Other employees (including employees who work shifts in excess of: seven and one-half (7½ hours) shall be entitled to paid rest periods of fifteen (15) minutes each for each four (4) hours of work during their shift.

ARTICLE 17 - PAID HOLIDAYS

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

New Year's Day
Second Monday in February
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Armistice Day
Christmas Day
Boxing Day

17.02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for eleven (11) paid holidays remains unchanged.

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

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

(a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;

(b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;

(c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;

(d) vacation granted by the Hospital;

(e) the employee's regular scheduled day off.

- 17.05 An employee who qualifies under Article .04, and is required to work on any of the above-named holidays will, at the option of the Employer, receive either:
- (a) pay for all hours worked on such day at the rate of one and one-half ($1\frac{1}{2}$) times his regular straight time rate of pay in addition to his regular straight time rate of pay, or
 - (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
- 17.06 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 the employee provides a reason for such absence which is reasonable.
- 17.07 If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 17.08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
- 17.09 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift.

ARTICLE 18 - WAGES

- 18.01 Wages shall be paid on an hourly basis of pay, Wage \$ shall be spelled out for all classifications by a starting rate, an intermediate rate after six (6) months, and a maximum rate after one (1) year for each year of the contract and paid in accordance with Schedule A.
- 18.02 All employees are paid every second Friday and there should be no variation of advancing pay to employees.

- 18.03 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.
- 18.04 Effective January 19, 1987 an employee who possesses qualifications, recognized by the Hospital, for employment as an Orthopaedic Assistant and who is employed in that position by the Hospital shall receive a premium of 35¢ for each hour worked as an Orthopaedic Assistant. This premium shall be added to the hourly rate of the employee's regular classification.

ARTICLE 19 - SHIFT PREMIUM

- 19.01 Effective January 19, 1987 a shift differential of forty-two cents (42¢) per hour, (being a shift commencing at or after 3 p.m.) shall be paid to all employees.
- 19.02 Effective January 19, 1987 an employee scheduled on a shift commencing at a time different from the afternoon shift (3:00 p.m. to 11:30 p.m.) will be paid forty-two cents (42¢) per hour shift differential for all hours worked after 3:00 p.m. It is understood and agreed that this provision does not apply to the regular day shift employees.

ARTICLE 20 - RESPONSIBILITY ALLOWANCE

- 20.01 Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall be paid, in addition to his regular hourly rate, a premium for each hour during which he is performing said assigned responsibilities. The premium shall be that set out for the employee's regular classification in Schedule "B" of this Collective Agreement.

ARTICLE 21 - TRANSFERS

When an employee requests and is permitted by the Hospital to transfer from one department to another he shall be paid as follows:

- 21.01 If he is being paid at the starting rate in his former department, he shall be paid the starting rate of the classification in the department to which he transfers and receives credit for one-half of his prior service in qualifying for the intermediate and maximum rate.
- 21.02 On transfer, an employee who was being paid either the intermediate rate or the maximum rate in his former classification, will be paid one step below the intermediate or maximum rate, whichever is applicable. This rate will apply for one month, after which he will be paid a rate applicable to his new classification and his length of service.

- 21.03 An employee transferred or promoted as the result of a posting will be on probation for a period of thirty (30) calendar days. The employee's former job will not be held open during the probationary period; however, a job will be open to the employee within his former department in the event he fails to successfully complete the probationary period.

ARTICLE 22 SICK LEAVE

- 22.01 The Hospital will [provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure. The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the Long Term Disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective **date** of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Effective the first of the month following the transfer the existing 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 pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

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

(1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,

(2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out.

(3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his 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 pay-out under the conditions relating to such pay-out.

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.**

22.02 An employee will be required to notify his department supervisor when he is ill and cannot report for work. This should be done before the starting hour of the day's work and, except in unusual circumstances, in no case later than one hour after the usual starting time. If no supervisory personnel can be reached within the employee's department, the message must be left with the switchboard operator at the Hospital. This message must include the employee's name, position and reason for absence. Employees should also ask the telephone operator's name in case of any confusion in the delivery of the message.

Proof of illness shall be established in every case by a qualified medical practitioner, where illness is of more than three days' duration. Where Employer's visiting nurse certifies illness this provision shall not apply unless the visiting nurse recommends a medical practitioner's report.

22.03 Effective April 1, 1986, Article 22.01 shall be null and void and Article 22.04 shall become operative.

22.04 The hospital will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure. The Hospital will pay seventy-five percent (75%) of the billed premiums 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 deductions. 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.

22.05 Only continuous service in the Full-Time Bargaining Unit will be considered for the purpose of determining an employee's eligibility or entitlement under any part of HOODIP.

ARTICLE 23 - VACATIONS

23.01 Employees working for the Hospital in the twelve month period preceding their vacation entitlement date shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

Effective January 19, 1987, vacation entitlement is:

(1) An employee with more than one (1) year of continuous service but less than nine (9) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.

(2) An employee with more than nine (9) years of continuous service but less than seventeen (17) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.

(3) An employee who has completed more than seventeen (17) years of continuous service as of vacation entitlement date of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.

It is understood and agreed that in Article 23 "week" means a standard work week as defined in Article 15. Accordingly, the three levels of vacation entitlement consist of the following hours of scheduled work time:

3 weeks = 112½ hours
4 weeks = 150 hours
5 weeks = 187½ hours

23.02 The time of vacation for each employee each year will be mutually **arranged** between the employees and the employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition should the parties be unable to mutually agree upon the time, the decision will be that of the employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the employer.

- 23.03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation) leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.
- 23.04 An employee who terminates his employment with the Hospital without giving at least two (2) weeks' notice to the Hospital shall receive such percentage vacation pay as may be due him in accordance with Act, Employment Standards 1974.
- 23.05 Vacations shall not be cumulative from year to year.
- 23.06 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Hospital will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.
- 23.07 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

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

ARTICLE 24 - LEAVES OF ABSENCE

24.01 Personal Leave

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

24.02 Bereavement Leave

In case of death in the "immediate family" covered by this Agreement, an employee upon notification to the Hospital will be granted bereavement leave of up to five (5) consecutive days, commencing with the day following the day of death, without loss of regular pay for scheduled work for the purpose of attending and for making arrangements for the funeral. It is understood that in no case

will the Hospital be required to pay bereavement leave for more than three (3) working **days**. The term "immediate family" means parent, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent and grandchild.

An employee's parent shall be interpreted to include a person who stood in loco parentis to the employee and who reared the employee in **place** of his mother or father.

An employee's spouse shall be interpreted to include a person of the other sex with whom the employee co-habits in a conjugal relationship.

In the event of the death of an employee's mother, father, or child, and it is impossible for the employee to attend the funeral, one day off on the day of the funeral shall be granted the employee in lieu of the above bereavement leave.

24.03 Maternity Leave

(1) Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended **in** this provision.

(2) The service requirement for eligibility for maternity leave shall be twelve (12) months of continuous service.

(3) The employee shall give written notification one month prior to the commencement of the leave of her request for **leave** together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.

(4) The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications **occur** in the two (2) weeks prior to the termination of the initially approved leave.

(5) It is understood that during a maternity 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 until the end of thirty (30) calendar days following the date on which the leave commenced. However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (6) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (3) or (4) above by written notification received by the Hospital at least (2) two weeks in advance thereof.

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

- (7) An employee on maternity leave in accordance with this Article and who is in receipt of Unemployment Insurance pregnancy benefits will be entitled to be paid the difference between 75% of her regular weekly wages (her straight time hourly rate multiplied by her normal weekly hours of work) and the sum of her weekly Unemployment; Insurance benefit and any other earnings.

Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof of receipt of Unemployment Insurance benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

To maintain entitlement to this payment, the employee must produce to the Hospital each of the employee's Unemployment Insurance cheque stubs as proof of receipt of Unemployment Insurance benefits throughout the maximum period of fifteen (15) weeks.

24.04 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 reatertime 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 made 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 he/she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced.

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

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

24.05 Jury and Witness Duty

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

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

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

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

24.06 Union Leave of Absence

(1) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of 40 days provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

(a) not more than eight (8) employees of the Hospital are absent on any such leave at the same time, and not more than two (2) employees from a department;

(b) no one such leave of absence shall extend beyond two weeks;

(c) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;

(d) such request shall state the general nature of the function to be attended.

24.07 Education Leave

(1) 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.

(2) 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.

24.08 Effect of Leave of Absence

In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a prorata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above, where an employee is on sick leave or receiving Workers' Compensation Benefits or has qualified for Workers' Compensation Benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of six (6) months.

Note:

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

ARTICLE 25 - MAXIMUM ALLOWANCE

25.01 Employees shall not be called back for emergency overtime where there is an employee on the job who can perform the overtime work.

25.02 An employee called back to work after leaving the premises who reports to work outside his normal, scheduled hours of work will receive no matter what period of time is actually worked, no less than the equivalent of three (3) hours' pay at time and one-half his regular, straight-time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

- 25.03 In lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within 30 days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 25.02.
- 25.04 Employees who report for any scheduled shift will be guaranteed at least three and three-quarters (3-3/4) hours of work, or if no work is available will be paid at least three and three-quarter (3-3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.
- 25.05 If an employee is called into work other than pursuant to Article 25.04 or Article 30.01 to replace an employee who fails to report at the commencement of his scheduled shift, and such employee reports within the hour of being called and works the entire rest of the scheduled shift, then such employee will be paid for the entire shift.

ARTICLE: 26 - UNIFORMS

- 26.01 Where the Hospital requires an employee to wear a uniform, the Hospital shall either provide a uniform to the employee or provide to the employee a uniform allowance. The decision concerning which of the above is to be provided shall be at the sole discretion of the Hospital.
- 26.02 Where the Hospital decides to provide a uniform, it shall be selected and obtained by the Hospital and shall be of such style, texture and colour as may be designated by the Hospital.
- 26.03 Effective March 5, 1987 where the Hospital decides to provide an allowance, the allowance shall be twenty-three cents (23¢) for each day worked and also for paid Hospital Holidays pursuant to Article 17.01 and work days not worked because of paid vacation pursuant to Article 23. Where the Hospital decides to provide an allowance it may also determine the style, texture and colour of the uniform to be worn.

ARTICLE 27 - TERMINATION OF EMPLOYMENT

- 27.01 It is mutually agreed that employees severing their employment with the Hospital shall give the Employer one week's notice. The Hospital shall also give to each employee one week's notice in case of lay-off or release except if discharged for cause.

- 27.02 Should the parties fail to comply with this clause, the Union Committee shall meet with the Hospital Committee to determine what action shall be taken for the said failure to comply with the above Section provided, however, that the Hospital may discharge forthwith any employee for cause subject to the provision of Article 8.05 of this Agreement. In any event, Article 23.04 shall apply if an employee fails to give the Employer the notice of termination prescribed above.
- 27.03 Any pay in lieu of vacation that is owing to an employee shall be determined on a pro-rata basis, namely, 4%, 6%, 8% or 10% of earnings as applicable.

ARTICLE 28 - HEALTH & WELFARE PROGRAM

- 28.01 (a) The Hospital will provide the Ontario Health Insurance Plan and Group Life Insurance Plan and will pay 100% of the billed premium for present and future employees covered by the Plan at the Sarnia General Hospital. Employees without the Ontario Health Insurance Plan and the Group Life Insurance Plan will not be affected.
- (b) The Hospital agrees to pay 50% of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.
- 28.02 The Hospital will provide the Extended Health Care Plan \$10/\$20 deductible, and will pay 100% of the billed premium for present and future employees covered by the Plan at the Sarnia General Hospital. Employees without the Extended Health Care Plan coverage will not be affected.
- 28.03 The Hospital shall contribute 50% of the billed premium toward coverage of eligible participating employees under the dental plan (Blue Cross #9 - Current O.D.A. Fee Schedule or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premiums through payroll deduction.
- 28.04 It is understood that the Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 28.05 In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date on which the layoff occurs. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month

in which the layoff occurs. Such payment can be made through the Payroll Office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

ARTICLE 29 - TOOL ALLOWANCE

29.01 A Maintenance Man who is required by the Hospital to provide his own set of tools shall be credited with four dollars and eighty cents (\$4.80) per month or fifty-two dollars and eighty cents (\$52.80) per year for the purchase of tools, the purchases to be administered by the Hospital.

ARTICLE 30 STAND-BY PAY

30.01 Employees designated by the Hospital as on Stand-By will be paid two dollars (\$2.00) per hour for each hour of Stand-By. Stand-By pay shall cease when the employee is called into work.

ARTICLE 31 - SUPERVISORS WORKING

31.01 Supervisors and Hospital personnel above the rank of supervisor shall not perform work normally performed by employees in the bargaining unit, except in the case of emergency or for the purpose of instructing employees.

ARTICLE 32 - EXPERIENCE RATING

32.01 An employee commencing work with the Hospital who has had at least six (6) months verified experience in a General Hospital ending at any time during the previous twelve (12) months, shall receive the wage rate as set out in Schedule "A" with credit for his previous experience provided such previous experience was in the same classification in which he is employed by the Hospital.

ARTICLE 33 - BULLETIN BOARDS

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

ARTICLE 34 - MEAL ALLOWANCE

34.01 If an employee is required to work more than two hours of overtime, the employer shall provide a meal allowance of two dollars (\$2.00) or a meal ticket. Overtime must be contiguous to a regular shift.

34.02 Safety shoes of a type and style to be determined by the Hospital shall be worn at all times while on duty by employees in the following classifications:

Ambulance Driver/Attendant
Maintenance Man - Certified
Maintenance Man
Maintenance Helper
Stores Person
Stores Helper
Dietary Stores Person

The Hospital will provide an allowance of \$50 per pair. Replacement will be as required, but shall not be more frequent than once per year except for reasons acceptable to the Hospital.

ARTICLE 35 - ACCIDENT PREVENTION HEALTH AND SAFETY COMMITTEE

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

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

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

35.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.

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

35.06 Any representative appointed or selected in accordance with .02 hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

ARTICLE 36 - PREMIUM PAYMENTS

- 36.01 The premium payments under any of the terms of this Collective Agreement should not be duplicated or pyramided for the same hours worked.

ARTICLE 37 - RETROACTIVITY

- 37.01 The wage increase for all hours paid shall be effective on the listed dates and shall be retroactive as follows:

Employees at work on both January 19, 1987 and date of notice of ratification shall receive .44¢/hr. increase to wage rates set out in Schedule "A" of the expired Collective Agreement (as adjusted by this Memorandum). Employees hired after the effective date shall be entitled to a pro-rata adjustment from the date of their employment.

In addition to the general increase in the above paragraph, the wage rate for Ambulance Driver/Attendant Qualified shall be increased 30¢ per hour effective January 19, 1987, by a further 75¢ per hour effective July 1, 1987 and by a further 75¢ per hour effective January 1, 1988.

In addition to the general increase in paragraph one, the wage rates for R.N.A. will be increased by .02¢ per hour effective January 19, 1987 and the O.R. Aide rate shall be increased by .07¢ per hour effective January 19, 1987. This will place the O.R. Aide at the same rate as S.P.D Aide and Nurse Aide.

Employees who have terminated their employment after January 19, 1987 shall have a period of thirty (30) days only from the date of the execution of the Collective Agreement in which to claim from the employer any adjustments to their remuneration. The employer shall be responsible to contact in writing, (with a copy to the Union office), at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive adjustment.

Unless specifically noted otherwise, all other amendments are effective upon date of ratification.

ARTICLE 38 - DURATION

- 38.01 This Agreement shall remain in effect until and including January 18, 1988 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

SIGNED at Sarnia, Ontario this 20th day of April 1987.

FOR THE HOSPITAL:

Mavis J. McLaughlin

Arthur Jackson

FOR THE UNION:

R. H. Brown

W. Mangie

Dorothy Jay

J. A. [unclear]

S.E.I.U. FULL-TIME EMPLOYEES
JANUARY 19, 1987
HOURLY RATES

SCHEDULE "A"

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>Yr.</u>	<u>(Increase for Ambulance Driver/Attendant - Qualified)</u>					
				<u>JULY 1, 1987</u>			<u>JANUARY 1, 1988</u>		
				<u>Start</u>	<u>6 Mos.</u>	<u>Yr.</u>	<u>Start</u>	<u>6 Mos.</u>	<u>Yr.</u>
Maintenance Man (Certified)	13.51								
Maintenance Man	12.30								
Ambulance Driver/Attendant - Qualified	12.16	12.39	12.45	12.91	13.14	13.20	13.66	13.89	13.95
Ambulance Driver/Attendant - Unqualified	11.57	11.80	11.86						
R.N.A.	11.37	11.47	11.55						
Orderly/Pharmacy Assistant	11.10	11.20	11.28						
P.M. & Lab Assistant - I	10.86	10.96	11.04						
Head Cook	10.86	10.96	11.04						
Stores Person	10.77	10.87	10.96						
Dietary Stores Person	10.77	10.87	10.96						
P.M. & Lab. Assistant - II	10.74	10.85	10.93						
Stores Helper	10.69	10.78	10.87						
Lab. Porter/SPD Porter	10.59	10.68	10.77						
Maintenance Helper	10.54	10.65	10.73						
Kitchen Person	10.54	10.65	10.73						
1st Cook	10.49	10.59	10.67						
2nd Cook	10.35	10.47	10.54						
Medical Lab. & Physical Med. & O.T. Asst.	10.34	10.46	10.53						
SPD Aide, Nurse Aide, O.R. Aide	10.08	10.17	10.26						
Dark Room Attendant	10.08	10.17	10.26						
Kitchen Helper - I	10.06	10.16	10.25						
Emerg./Phys. Med./X-Ray Aides	10.01	10.10	10.19						
Kitchen Helper - II	9.94	10.04	10.12						
Unit Helper	9.94	10.04	10.12						

SCHEDULE "B"
RESPONSIBILITY PAY
HOURLY WAGE RATES

<u>Classification</u>	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>
Maintenance Man (Certified)	.850		
Maintenance Man	.832		
Ambulance Driver/Attendant - Qualified	.793	.813	.818
Ambulance Driver/Attendant - Unqualified	.768	.788	.793
R.N.A.	.706	.715	.722
Orderly/Pharmacy Assistant	.706	.715	.722
P. M. & Lab. Assistant - I	.706	.715	.722
Head Cook	.706	.715	.722
Stores Person	.699	.707	.715
P. M. & Lab. Assistant - II	.696	.705	.712
Lab. Porter/S.P.D. Porter	.683	.691	.699
Stores Helper	.683	.691	.699
Maintenance Helper	.679	.688	.695
Kitchen Person	.679	.688	.695
1st Cook	.674	.683	.690
2nd Cook	.663	.672	.679
Medical Lab. & Physical Med. & O.T. Asst.	.662	.671	.678
S.P.D. Aide, Nurse Aide, Dark Room Attendant	.638	.646	.654
Kitchen Helper - I	.637	.645	.653
O.R., Emergency, Physical Med. & X-Ray Aides	.632	.641	.648
Kitchen Helper - II	.626	.635	.642
Unit Helper	.626	.635	.642

**ADDENDUM TO THE
COLLECTIVE AGREEMENT**

between

THE: HOSPITAL COMMISSION
SARNIA GENERAL HOSPITAL
SARNIA, ONTARIO

(Hereinafter called the "Employer")

ON THE ONE PART

and

LONDON AND DISTRICT
SERVICE WORKERS' UNION
LOCAL 220, S.E.I.U.

(Hereinafter called the "Union")

ON THE OTHER PART

WHEREAS the Union is the Bargaining Agent for the Bargaining Unit of employees referred to in the Ontario Labour Relations Boards' Decision, dated November 1, 1971.

AND WHEREAS the employees referred to in the Ontario Labour Relations Boards' Decision were at that date employed by the Hospital Commission, Sarnia General Hospital.

AND WHEREAS the bargaining unit of employees are classified as Driver/Attendant for the purpose of the Collective Agreement.

NOW THEREFORE the following shall be conditions of employment for the Driver/Attendant of the Employer's Ambulance Service:

- (A) For the purposes of Service, Vacation and Sick Leave the parties agree to recognize the service of the Driver/Attendant while employed by the Sarnia Ambulance Service;
- (B) A steward shall be elected or appointed from amongst and to represent the Driver/Attendant;
- (C) (1) Working provisions applying to Ambulance Driver/Attendants are as per the attached Letter of Agreement.

(2) All calls into work other than regular scheduled hours will -be paid at time and one-half for every hour worked. If called in at any time to do one emergency call the Driver/Attendant will be paid three (3) hours at time and one-half and leave after the call is completed,

(D) The parties agree that the Employer will supply the uniforms as follows:

One Winter Parka

One Tunic

Two Pair Summer Pants

Two Pair Winter Pants

In addition, the employer will furnish shirts and ties as determined by the Hospital; the employer will provide an allowance for safety shoes as set out in the Collective Agreement Article 34.02; and the employer will dry clean trousers, tunics and parkas furnished by the Hospital.

(E) Rates of Pay for Qualified Ambulance Driver/Attendant (includes all bonuses and allowances) and paid in accordance with Schedule A. **Unqualified Ambulance Driver/Attendant shall be paid in accordance with Schedule A.

(F) Meals:

Each employee shall be granted a meal allowance up to \$6.00 upon presentation of a receipt when he is required to travel out of Lambton County during a meal time.

(G) It is agreed that Dispatchers exercise supervisory duties, and are excluded from the Bargaining Unit, and it is further agreed, subject to the requirements of the operations of the Ambulance Service that the Dispatchers will not perform work normally performed by the employees of the Bargaining Unit except in the case of emergencies, or circumstances beyond the control of the Hospital, or for the purpose of instructing employees.

(H) It is agreed that this Addendum is to form part of the current Collective Agreement between the parties and that where the provisions of this Addendum are in conflict or are inconsistent with the provisions of the Collective Agreement, the provisions of this Addendum are to govern.

SIGNED at Sarnia, Ontario this 20th day of April 1987

FOR THE HOSPITAL:

Marie J. MacLellan
[Signature]

FOR THE UNION:

[Signature]
Wendy Manzie
Northey Jay

[Signature]

- LETTER OF AGREEMENT

BETWEEN

THE HOSPITAL COMMISSION, SARNIA GENERAL HOSPITAL
SARNIA, ONTARIO

and

LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220, SEIU, AF of L, CIO, CLC

RE

WORKING PROVISIONS APPLYING TO AMBULANCE
DRIVER/ATTENDANTS _____ - - - -

It is hereby agreed that the following working provisions shall apply to Driver/Attendants:

(1) HOURS OF WORK

The standard work day for Driver/Attendants shall be 12 hours of work inclusive of a 30 minute paid meal period.

The standard day shift shall commence at 0800 hours and end at 2000 hours.

The standard night shift shall commence at 2000 hours and end at 0800 hours.

The swing shift referred to as the "X" shift on the rotation schedule shall commence at 0900 hours and end at 2100 hours.

Such designation of the working day for the Ambulance Service, however, does not limit the scheduling of daily hours of work with earlier starting and finishing time should circumstances warrant a change in the scheduling of hours of work.

(2) WORK WEEK

Hours of work shall be scheduled over 3 six week rotations with work hours levelled on each six week schedule to provide 40 hours of work per week. Employees begin work at Schedule #1, proceed to Schedule #2 and then Schedule #3. On completion of Schedule #3, the employee rotates back to Schedule #1.

The normal hours of work are 37½ hours per week, 7½ hours daily, exclusive of unpaid meal period. It is understood and agreed where ambulance attendants are required to work 8 hours in a day they will be paid for such time at the regular straight time hourly rate of pay. (From the 1980 Memorandum of Agreement).

As in the above paragraph, Ambulance Driver/Attendants on 12 hour shifts are required by the Hospital to work the same hours per day, and, therefore, will be paid the straight time hourly rate for hours of work worked in excess of the levelled 37½ hours per week up to and including the levelled 40 hours of work per week.

(3) OVERTIME

Authorized work performed in excess of the levelled 40 hours per week or 12 hours per day will be paid for at the rate of time and one-half the employee's straight time regular rate of pay.

(4) SHIFT PREMIUM

Shift premium shall be paid in accordance with the Collective Agreement on the basis of 4 hours shift premium when working the day shift and 12 hours shift premium when working the night shift.

(5) CALL-IN

Call-in pay shall be in accordance with the Collective Agreement.

(6) STANDBY

Standby pay shall be paid in accordance with the Collective Agreement.

(7) PAY PERIOD

The pay period for employees begins at 0800 hours on Tuesday and ends two weeks later at 0800 hours on Tuesday.

(8) HOSPITAL HOLIDAYS

Employees shall receive paid Hospital Holidays in accordance with the Collective Agreement.

An employee who is required to work on a paid Hospital Holiday shall receive pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternate day off either 30 days before or 30 days following the holiday based on the standard work day of 7½ hours.

An employee who works on a paid Hospital Holiday, and elects not to take a lieu day off, shall receive in addition to his overtime pay for work performed on such holiday, 7½ hours pay based on the standard work day at his regular straight time hourly rate.

The 7½ hour straight time pay will be paid in the pay period in which the paid Hospital Holiday falls.

(9) REST PERIODS

Rest periods **shall** be in accordance with the Collective Agreement.

10) VACATIONS

Vacations shall be earned in accordance with the Collective Agreement. The vacation schedule in the Collective Agreement shall be converted into hours on the basis of one week equalling 37½ hours, which is the standard work week of the Collective Agreement.

No more than two Ambulance Driver/Attendants shall be away at any given time for vacation.

The Driver/Attendants will be divided into two groups for vacation planning. Seniority will apply in each group for vacation scheduling.

NOTE:.

The conditions and benefits outlined in this schedule are subject to change in accordance with any applicable change in the Collective Agreement.

11) SICK LEAVE

Each employee shall be entitled to sick leave in accordance with the Collective Agreement as follows. Any reference in the new plan to days earned shall be converted into equivalent hours on the basis of one (1) work day equals 7½ hours (the standard work day of the Collective Agreement).

(01)The Hospital will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure.

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

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

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

- (1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages, and,
- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out.
- (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his 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 pay-out under the conditions relating to such pay-out.

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.

(02) An employee will be required to notify his department supervisor when he is ill and cannot report for work. This should be done before the starting hour of the day's work and, except in unusual circumstances, in no case later than one hour after the usual starting time. If no supervisory personnel can be reached within the employee's department, the message must be left with the switchboard operator at the Hospital. This message must include the employee's name, position and reason for absence. Employees should also ask the telephone operator's name in case of any confusion in the delivery of the message.

Proof of illness shall be established in every case by a qualified medical practitioner, where illness is of more than three days' duration. Where Employer's visiting nurse certifies illness this provision shall not apply unless the visiting nurse recommends a medical practitioner's report.

(03) Effective April 1, 1980, .01 shall be null and void and .03 shall become operative, as follows:

The Hospital will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure.

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:

- (1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at 'less than full wages or no wages, and,
- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out.
- (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his 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 pay-out under the conditions relating to such pay-out.

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.

(02) An employee will be required to notify his department supervisor when he is ill and cannot report for work. This should be done before the starting hour of the day's work and, except in unusual circumstances, in no case later than one hour after the usual starting time. If no supervisory **personnel** can be reached within the employee's department, the message must be left with the switchboard operator at the Hospital. This message must include the employee's name, **position** and reason for absence. **Employees** should also ask the telephone operator's name in case of any confusion in the delivery of the message.

Proof of illness shall be established in every case by a qualified medical practitioner, where illness is of more than three days' duration. Where Employer's visiting nurse certifies illness this **provision** shall not apply unless the visiting nurse recommends a medical **practitioner's** report.

(03) Effective April 1, 1986, .01 shall be null and void and .03 shall become operative, as follows:

The Hospital will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure.

The Hospital will pay seventy-five percent (75%) of the billed premiums 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 deductions. 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.

(04) Only continuous service in the Full-Time Bargaining Unit will be considered for the purpose of determining an employee's eligibility or entitlement under any part of HOODIP.

12) MANAGEMENT CRITERIA FOR TERMINATION OF 12 HOUR SHIFT SCHEDULE

(01) The following criteria are considered to be alone, or in combination, adequate reason for withdrawal by Management from the 12 hour shift schedule:

- (1) The additional cost of the 12 hour shift proposal exceeds costs of the 8 hour schedule.
- (2) Amendments to the Collective Agreement which would make the 12 hour shift unmanageable,
- (3) Passing of new Acts or Amendments to the existing Employment Standards Act which call for overtime premiums not now in existence.
- (4) Unfavourable rulings or penalties being imposed by The Workers' Compensation Board.
- (5) If problems arise related to provision of coverage for sickness, emergencies, etc. , they will be reviewed by the Committee. If the problems cannot be resolved, Management reserves the right to cancel the 12 hour shift schedule.
- (6) Increased worker fatigue caused by long hours of work, outside interests or other conditions.
- (7) Deterioration of the safety, sickness or absenteeism experience.

(02) RESOLUTION OF PROBLEM AREAS

Since it is impossible to anticipate all of the situations and problems which may arise during the 12 hour shift schedule, it is understood that the Hospital will attempt to resolve any problems in the same manner as it did in the study leading to the initiation of the 12 hour shift system.

If resolution of a problem is not possible, either group can terminate the new schedule by giving 30 days notice.

Dated at Sarnia, this 20th day of April - - - 1987,

FOR THE UNION:

K. P. H. H. H.
W. Manning
Dorothy J. J.

FOR THE HOSPITAL:

Marie J. M. L.
W. J. J.

J. J. J.

*Revised to reflect contract changes,

LETTER OF UNDERSTANDING

BETWEEN:

THE HOSPITAL COMMISSION, SARNIA GENERAL HOSPITAL
SARNIA, ONTARIO

AND

LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220, SEIU, AF OF L, CIO, CLC

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 and such attendance is required on the employee's regular scheduled day off, the Hospital shall pay the employee her regular rate of pay for time spent in attendance at the court or inquest. The employee, in order to qualify for this payment, must comply with paragraphs a, b, and c of Article 24.05.

Dated at Sarnia, this 24th day of February, 1987.

FOR THE UNION:

K. S. L. H. H. H.
W. H. H. H. H.
Dorothy Jay.

FOR THE HOSPITAL:

M. J. M. H. H. H.

A. A. A. A.
