

|                   |        |    |    |
|-------------------|--------|----|----|
| SOURCE            | 1-1020 |    |    |
| EFF.              | 9/5    | 04 | 01 |
| TERM.             | 98     | 03 | 31 |
| No. OF EMPLOYEES  | 150    |    |    |
| NOMBRE D'EMPLOYÉS | 150    |    |    |



## COLLECTIVE AGREEMENT

BETWEEN:

ST. MARY'S GENERAL HOSPITAL

- and -

LONDON AND DISTRICT SERVICE  
WORKERS' UNION, LOCAL 220,  
S.E.I.U., A.F.L., C.I.O., C.L.C.

FULL-TIME SERVICE BARGAINING UNIT

RECEIVED  
EXPIRY: MARCH 31, 1998

05802 (06.)

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## **ARTICLE 1 - GENERAL PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the Bargaining Unit.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Hospital recognizes the Union through the Certificate dated the 18th day of October, 1967, as the exclusive bargaining agent of all lay employees of the Hospital at Kitchener, Ontario, 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 Any non-registered Practical Nurse hired must complete requirements for Registered Practical Nurses of the College of Nurses of Ontario within eight(8) months of the date of employment.
- 2.03 (a) Temporary employees will be considered to be part-time employees and subject to the terms of the part-time Collective Agreement.
- (b) Temporary employees from outside the Hospital are not eligible to apply for job postings during this definite period of employment unless such employment will commence after this definite period.

## **ARTICLE 3 - RELATIONSHIP**

- 3.01 (a) The Hospital and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee because of their membership or non-membership in the Union.
- (b) The Hospital and the Union agree that there will be no discrimination against any employee because of race, colour, sex, marital status, age, religion, national extraction, social origin, political belief or any other prohibited ground of discrimination as provided by the Ontario Human Rights Code.
- 3.02 The Union agrees there will be no Union activity or meetings on Hospital premises except as otherwise provided in this Agreement.

3.03 The Hospital will supply the Union with a list of all supervisory personnel who may be involved in the administration of this Agreement. Sufficient copies will be available to the Union Office.

Notification as to any changes will be made promptly to the Union Chairperson and the Union office.

3.04 The Union will supply to the Hospital the names and titles of all Stewards and members of the Union Committee, and will revise such list from time to time as is necessary.

3.05 The Union Committee and the Hospital shall meet once each month at times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party containing an agenda of the subjects to be discussed.

3.06 The Union is **recognized** as the sole collective bargaining agent for all employees of the bargaining unit as defined herein and the Hospital 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.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

4.01 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 5 - RESERVATION OF MANAGEMENT RIGHTS**

5.01 The Union acknowledges that, except as expressly modified by any other article of this **Collective** Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects, and without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools and instruments, and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in

the interest of the safety and well-being of the Hospital patients and the public;

- (c) To make, alter and enforce rules and regulations to be observed by employees and to keep the Union informed prior to the making or altering of any written rules and regulations directly affecting employee working conditions;
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; to assign employees to shifts and to increase and decrease working forces; provided that a claim of discriminatory classification, promotion, demotion, transfer, retirement, discipline or suspension, or a claim by an employee that they have been discharged without reasonable cause may become the subject of a grievance and be dealt with as hereinafter provided.

## **ARTICLE 6 - UNION REPRESENTATION**

6.01 The Hospital acknowledges the right of the Union to appoint or otherwise select from amongst employees, a Union Committee of five (5) members. The Hospital will recognize and meet with the Union Committee in accordance with the Grievance Procedure and on any matter properly arising out of this Agreement, including negotiations for modification to or renewal of this Agreement.

In the event of the absence of any of the five (5) Union Committee members, the Union may fill such absence with a Steward in order to have five (5) representatives at any meeting between the Hospital and the Union, except that no Steward shall be selected whose absence from duty shall be deemed by the Hospital to unduly affect the proper operation of the Hospital.

6.02 The Hospital acknowledges the right of the Union to appoint or otherwise select twelve (12) Stewards to assist employees in the presentation of any grievance that may arise. The Stewards shall be chosen according to the following schedule:

|              |   |
|--------------|---|
| Nursing      | 4 |
| Dietary      | 2 |
| CSR & Linen  | 1 |
| Housekeeping | 2 |
| Maintenance  | 1 |
| General      | 2 |

- 6.03 The Union acknowledges that Stewards and Committee members have regular duties which must be performed on behalf of the Hospital and that such employees **will** not leave their regular duties without first obtaining permission to do so from their Supervisor. Permission to leave their regular duties will not be unreasonably withheld by the affected Supervisor. When such Union business has been completed, the employee will advise the Supervisor.
- 6.04 (a) Each member of the said Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to their attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.
- (b) A Steward, and where applicable, members of the Union Committee shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section **46** of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 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**.
- 7.02 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 they have first given their immediate Supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward present with them when meeting with the immediate Supervisor to attempt to adjust their complaint.

7.03 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 their 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 Supervisor will deliver their decision in writing 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 Department Head (or their designate) who will deliver a decision in writing within five (5) calendar days of 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 Manager, Labour Relations (or designate) to be discussed at a meeting between the Manager, Labour Relations (or 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 Manager, Labour Relations (or designate) shall give written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fifteen (15) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such fifteen (15) day period, the grievance shall be deemed to have been abandoned.

**7.04 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 fifteen (15) calendar days, it may be submitted to arbitration in accordance with Article 8. 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 themselves institute and the regular grievance procedure shall not be thereby by-passed except only where it is established by the Union



that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

**7.05 Discharge Grievance**

A grievance involving the discharge of an employee, must be reduced to writing and originated under Step 2 within 10 working days of the employee being notified of their discharge. An employee may only be discharged for just cause, except that within 30 calendar days as and from the date of employment, an employee who has not completed their probationary period, may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Hospital, but which action may be taken up as a grievance.

**7.06 Group Grievance**

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within 10 working 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.

7.07 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.

7.08 Where an employee is subject to a suspension or discharge penalty, they shall be entitled upon their request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of their right to request such representation. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three days.

**ARTICLE 8 - ARBITRATION**

8.01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree

upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairperson.

- 8.02 No person may be appointed as a arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 8.04 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.
- 8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

#### **ARTICLE 9 - DISCIPLINE**

- 9.01 In any matters relating to disciplinary action being taken by the Hospital against an employee, it is agreed that only those derogatory notices or disciplinary actions taken within the one-year period previous to the date of the latest incident may be used in determining any penalty.

#### **ARTICLE 10 - SENIORITY**

- 10.01 Where a part time employee transfers to the full time bargaining unit without loss of seniority and employment rights as stated in Article 11.01 (Full Time Agreement), the employee will not be required to serve a probationary period provided such employee has completed the probationary period under Article 10.01 of the Part Time Agreement.
- 10.02 An employee will be considered on probation until after they have 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 they were last hired by the Hospital. Within 30 calendar days as and from

the date of employment, an employee who has not completed their probationary period, may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Hospital, but which action may be taken up as a grievance.

- 10.03 Seniority lists shall be prepared by the Hospital on March 1st and September 1st of each year, Sufficient copies shall be produced so that seniority lists will be posted on all Union bulletin boards in the Hospital and a copy supplied to the Chairperson and the Secretary as well as a copy for the Union office. Seniority lists will be made up on a departmental basis.
- 10.04 In cases of promotion, demotion, transfer, lay-off and recall, an employee's seniority will be given preference provided the senior employee has the necessary qualifications and ability to perform the work available.
- 10.05 Where a vacancy occurs within a classification and the position is preferable in nature by virtue of offering steady day shifts on a Monday to Friday basis, the Hospital, in its review of personnel to be assigned to the position, will give consideration to the seniority of those being considered and if all of the other factors are comparatively equal, the position will be assigned to the employee most senior. It should be noted however, that such an assignment will not guarantee that the preferred nature of the position will continue indefinitely.

10.06 **Transfer of Service Credits**

Where a part time employee transfers to the full time bargaining unit without loss of seniority and employment rights as stated in 11.01 (Full Time Agreement) the employee's date for purposes of placement on the full time seniority list will be calculated by dividing their hours by 1650 hours (equals one year). An employee so transferred will maintain their position on the wage grid. Further such calculation will apply for purpose of service for entitlement for vacation. In no case will such calculation result in a seniority date which precedes the original date of hire by the Hospital.

**ARTICLE 11 - LOSS OF SENIORITY AND EMPLOYMENT RIGHTS**

- 11.01 An employee shall lose all service and seniority and shall be deemed to have been terminated if they:
- (a) have been laid off for 24 months;
  - (b) resigns;
  - (c) are discharged and not reinstated through the grievance and arbitration procedure;
  - (d) are retired;

- (e) are absent from scheduled work for a period of 3 or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason for the absence;
- (f) if an employee has been laid off and fails to return to work within 7 calendar days after the employee has been notified by the Hospital through registered mail and/or certified mail addressed to their last address on the records of the Hospital. It is the employee's responsibility to ensure that their 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.
- (g) are absent due to illness or disability for a period of 30 months from the time the disability or illness commenced;
- (h) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital.

Article 11.01 shall be interpreted in a manner consistent with the Human Rights Code.

#### ARTICLE 12 - OPERATING AND STAFF PLANNING

- (a) With respect to the development of any operating or restructuring plan which affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.
- (b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the Parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying possible alternative actions that may minimize the disruptive affect of staffing changes;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such bargaining unit positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

### Composition and Meetings

The Staff Planning Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union. The number of representatives shall consist of at least two representatives from each party to a maximum of six (6) representatives from each party.

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

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

### Disclosure

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

### Accountability

The Staff Planning Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Staff Planning Committee, the individual members of the Staff Planning Committee shall be entitled to submit their own recommendations.

Where the implementation of any agreement reached by the Staff Planning Committee conflicts with the terms of the collective agreement, the Hospital and the Union may agree to waive the respective provision of the collective agreement.

## **NOTICE OF LAYOFF**

- I. **Notice**  
In the event of a proposed layoff at the Hospital of a permanent or long term nature or the elimination of a position within the bargaining unit, the Employer shall:
- II. Provide the Union with no less than six (6) months written notice of the proposed layoff or elimination of position; and
- III. Provide to the affected employee(s), if any, no less than six (6) months written notice of layoff, or pay in lieu thereof.

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

## **SEVERANCE AND RETIREMENT OPTIONS**

### (a) Severance Payment

Within the lesser of thirty (30) calendar days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to any further notice and all recall rights as provided by the Collective Agreement.

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

### (b) Retirement Allowance

Within thirty (30) calendar days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits their right to notice, recall, and their employment is terminated. Such employee will receive severance pay on the basis of the two (2) week's pay for each year of service

with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings.

A full-time employee choosing this option will receive a lump sum payment (subject to deductions required by law) equal to \$1,000.00 for each year that the employee is less than 65 years of age to a maximum payment of \$5,000.00 (subject to deductions required by law)

The Hospital, at its discretion, may offer a full-time employee the above Retirement Allowance at any time. It is understood that accepting Retirement Allowance is voluntary on the part of the employee.

- c) A full-time employee who has completed one year of service and
- IV. whose layoff is known to be permanent at the time of layoff:
- V. who is laid off for 26 full weeks in any 52 week period and who has not elected to receive a severance payment under either (a) or (b) of this article;

shall be entitled to severance pay equal to the greater of two week's pay, or two week's pay per completed year of service to a maximum of twenty six weeks (subject to deductions required by law). This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

#### LAYOFF AND RECALL

- (a) In the event of layoff, the Hospital shall layoff employees in the reverse order of their seniority within their classification, providing that the employee(s) who remain on the job have the ability to perform the work available.
- (b) An employee who is subject to layoff shall have the right to either
  - (i) accept the layoff; or
  - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the

duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the lay off procedure.

NOTE:

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

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

- (c) An employee shall have the opportunity of recall from a layoff to a vacancy, in order of seniority provided he has the ability to perform the work before such vacancy is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacancy within six (6) months of being recalled.
- (f) No new employee shall be hired until all those subject to recall have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within seven (7) working days after being notified. The notification shall state the job to which the employee is eligible



to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full time employee within the bargaining unit shall be laid off for the sole purpose of assigning his or her duties to part time employees. This clause shall not restrict the Hospital from changing the compliment of full and part time positions where it can demonstrate a legitimate operational or scheduling requirement.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be **disentitled** thereto solely because of the day on which the layoff commenced.
- (k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

### **ARTICLE 13 - BENEFITS ON LAYOFF**

13.01 In the event of a layoff of a full-time employee, the Hospital shall pay its share of benefit premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

It is understood and agreed to be eligible, the employee must be enrolled on the benefit at the time of layoff and prepay their share of benefit premium and that the short term disability plan is not an insured benefit nor is it to be included in this article.

Further, the LTD plan is an insured benefit but it is not included in this article.

### **ARTICLE 14 - LEAVE OF ABSENCE**

#### **Personal Leave**

14.01 The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is

impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days.

### **Bereavement Leave**

14.02 An employee will be granted a compassionate leave of absence of three (3) days with pay upon application to the Hospital in the event of a death of a member of the employee's immediate family. The three days with pay shall be the employee's first three regularly scheduled working days immediately following the death of a member of the employee's immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent or step-child. Step relationship is not to extend beyond parent and child.

### **Maternity Leave**

- 14:03 (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c.137 except where amended in this provision.
- (b) A pregnant employee who has been employed continuously for thirteen (13) weeks before the expected date of birth is entitled to an unpaid maternity leave.
- (c) (i) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave of her request for leave. She shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery at the time the above notification is given.
- (ii) The pregnancy leave of an employee who is entitled to take parental leave pursuant to Article 14.04 (a) ends seventeen weeks after the pregnancy leave began.
- (iii) The pregnancy leave of an employee who is not entitled to take parental leave pursuant to Article 14.04 (a) ends seventeen weeks after the pregnancy leave began or six weeks after the pregnancy ended, whichever is later.
- (iv) An employee's pregnancy leave may end on a date earlier than that specified in 14.03 (c) (ii) or (iii) where the employee is fit to return to work and she provides the employer with at least four (4) weeks notice of that earlier date.

- (d) An employee may stop work because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs prior to the expected date of birth. When an employee does stop work, she must, within two weeks of stopping work, provide the Hospital with written notice of the day the pregnancy leave began or is to begin and a certificate from a legally qualified medical practitioner that either states that the associate is unable to perform duties because of complications caused by her pregnancy and states the expected birth date or in any other case states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- (e) An employee on maternity leave shall continue to participate in the benefit plans provided for under the collective agreement unless she elects, in writing, not to so participate.
- (f) The employee shall remit, in advance of the month for which coverage in the benefit plan is to be provided, the employee's portion, if any, of the billed premium. The employer shall continue to pay the employer's portion of the billed premium unless the employee gives notice that she does not intend to pay her portion of the billed premium.
- (g)
  - (i) An employee shall continue to accrue seniority while she is on maternity leave.
  - (ii) The accrual of seniority provided for in (a) (i) above shall not be credited toward the completion of a probationary period or toward the eligibility for benefits as provided in the benefit plans enumerated in this agreement.
- (h) An employee shall confirm her intention to return to work at least two (2) weeks in advance of the date that she intends to return. This employee shall be reinstated to her former position, if available, or given a comparable position at her rate of pay at the time she commenced her maternity leave or at the rate of pay that she would be entitled to receive had she worked through the leave, whichever is greater.
- (i) If the Hospital's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Hospital shall reinstate the employee when the operations resume in accordance with the Hospital's seniority system as set out in this agreement.
- (j) The supplemental unemployment benefit plan provided for in this article shall only be available to employees who have completed ten (10)

continuous and uninterrupted months of service with the Hospital. Effective upon confirmation by the U.I.C. of the Hospitals Supplemental Unemployment Benefit (SUB Plan), an employee who commences maternity leave as provided under this agreement who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 18 of the Unemployment Insurance Act, R.S.C. 1980, c. U-I as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits 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 that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (k) Employees have no vested right to payments under this Article except to payments during a period of unemployment specified in this Article.
- (l) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Article.
- (m) Payments received under the SUB Plan will not be considered earnings for purposes of determining entitlement to unemployment insurance benefits.

#### **Adoption Leave/Parental Leave**

- 14:04 (a) A parent is defined as a natural parent of a child, a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (b) An employee who has been employed continuously for at least thirteen weeks is entitled to an unpaid leave of absence of eighteen (18) weeks duration or a shorter period as the employee may request following the birth of a child or the coming of the child into the custody, care and control of a parent for the first time.
  - (c) Parental leave may not commence more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a

pregnancy leave under Article 14.03 (a) must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

The parent must give the Hospital at least two weeks notice of the date the leave is to begin unless the child comes into the care of the parent earlier than expected in which case the leave commences on the last day that the employee worked. Notice is required to be provided to the Hospital within two weeks after the employee stops working that the employee wishes to take leave.

- (d) (i) An employee may change the date to begin a parental leave to an earlier date if the employee provides the Hospital with at least two weeks written notice before the earlier date.
- (ii) An employee may change the date to begin a parental leave to a later date if the employee provides the Hospital with at least two weeks written notice prior to the original date for the parental leave.
- (iii) An employee who has given notice to the Hospital of the date that the leave is to end may change that date to an earlier date provided they give the Hospital four weeks written notice prior to the earlier date.

An employee who has given notice to the Hospital of the date that the leave is to end may change that date to a later date provided they give the Hospital four weeks written notice prior to the original date that the leave was to end.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Hospital at least four (4) weeks notice of that day. An employee who does not return from parental leave as provided for above shall be terminated as of the date that the leave ends.

Article 14.03 (h) respecting the reemployment of an employee following a maternity leave shall apply, *mutatis mutandis*, to employees following an adoption/parental leave.

The provisions of Article 14.03 (j), (k), (l) and (m) shall not apply to adoption/parental leave.

Article 14.03 (e), (f), and (g) respecting participation in benefit plans and accrual of seniority for employees on maternity leave shall apply, *mutatis mutandis*, to employees on adoption/parental leave.

### **Jury and Witness Duty**

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

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

### **Union Leave of Absence**

14.06 (a) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of twenty (20) 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:

- (i) not more than two (2) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a department;
  - (ii) no one such leave of absence shall extend beyond two weeks;
  - (iii) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
  - (iv) such request shall state the general nature of the function to be attended;
- (b) A special leave of absence, without pay, will be granted to five (5) employees for one (1) day per year to attend the annual conference of the Union.

- (c) Reimbursement will include all wages and benefits where the leave exceeds one (1) calendar week in duration. For shorter leaves wages will be reimbursed.

### **Education Leave**

- 14.07 (a) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (b) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.
  - (c) When **authorized** by the Hospital, time spent by an employee in attendance at short courses, workshops or seminars, held within the Hospital, and directly related to the employee's employment at the Hospital, shall be enumerated at the employee's regular straight time rate.

Where an employee is required to attend **authorized** courses outside their regularly scheduled hours, they shall be paid at their regular straight time rate of pay.

Time spent in attendance at the courses shall not be counted as "work" for the purpose of section 17.03.

### **Effect of Leave of Absence**

- 14.08 In the event an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, the employee will not accumulate service for any purposes under the collective agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata 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 prepay to the Hospital the full premium of such **subsidized** employee benefits for the entire period of the leave to ensure the employee's continued coverage.

In the event of an employee's absence without pay from the Hospital exceeds sixty (60) days, the employee will not accumulate seniority for any purpose under the collective agreement for the duration of such absence.

Notwithstanding the above, where an employee is on sick leave or receiving Worker's Compensation Benefits or has qualified for Worker's 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.

#### 14.09 In-Service Program

- (a) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development, and the Hospital will endeavour to provide programmes related to the requirements of the Hospital. Available programmes will be published.
- (b) Where an employee is on-duty and authorized to attend any required in-service programmes within the Hospital during their regularly scheduled hours, they shall suffer no loss of pay, but such time will not be considered as time worked for the purpose of calculating overtime entitlement.

### **ARTICLE 15 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES**

- 15.01 The occupational classifications and wage rates are set out in Schedule "A" which is attached hereto and forms part of this Agreement.
- 15.02 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.
- 15.03 An employee commencing work with the Hospital shall receive the wage rate as set out in Schedule "A" consistent with the employee's qualifications and ability as determined by the Hospital.
- 15.04 An employee hired by the Hospital with recent and related full time service in another Hospital (or comparable part time service with the same Hospital), may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every two (2) years of related experience on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.



- 15.05 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.
- 15.06 (a) An employee temporarily transferred by the Hospital to a higher job classification within the bargaining unit, for the majority of a seven and one-half (7 1/2) hour shift, shall receive for the time so transferred the next highest-pay rate as set out in Schedule "A", in the job classification to which they have transferred above their regular rate or the equivalent of the last step received within their regular classification, whichever is higher.
- (b) An employee who is promoted to a higher job classification within the bargaining unit, shall receive no less an increase in wages than the equivalent of one (1) step on the wage scale of their previous classification provided that it does not exceed the wage scale of the classification to which they are promoted.

## **ARTICLE 16 - GENERAL**

- 16.01 The Employer will 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.
- 16.02 An employee shall upon written request made a reasonable time before the time of viewing, have an opportunity to view their personal file in the presence of the Director of Human Resources or their designate. The information the employee may review will be:
- (i) application form;
  - (ii) written evaluations;
  - (iii) formal disciplinary notations;
  - (iv) incident reports.

**ARTICLE 17 - HOURS OF WORK**

- 17.01 The Hospital does not guarantee to provide employment or work for normal hours or for any other hours.
- 17.02 The normal hours of work shall be thirty-seven and one-half (37-1/2) hours in a seven (7) day period on seven and one-half (7-1/2) hour shifts exclusive of an unpaid meal period. For the purposes of this Agreement, the seven (7) day period shall be from Saturday to Friday inclusive. It is understood that for the purpose of overtime calculation, hours of work may be averaged over the 75 hour pay period.
- 17.03 All authorized work performed in excess of seven and one-half (7-1/2) hours per day, or on an employee's scheduled day off, shall be paid for at the rate of time and one-half (1-1/2) of the employee's basic straight time hourly rate.
- 17.04 The Hospital shall post schedules of work for all employees four (4) weeks in advance. Except in cases of emergency, where an employee's schedule is changed on less than forty-eight (48) hours' notice, they shall be entitled to overtime rates for hours worked in the first shift of their new schedule. Summer vacation schedules will be posted by May 1<sup>st</sup> and Christmas Schedules by November 15<sup>th</sup>.
- 17.05 No employee shall be normally scheduled to work more than seven (7) consecutive days in a row without consent of the employee.
- 17.06 Split days off shall not be scheduled except by mutual consent.
- 17.07 There will not be less than a period of sixteen (16) consecutive hours between shifts worked by an employee without the consent of such employee.
- The foregoing does not apply to staff working on an extended tour rotation.
- 17.08 An employee shall be scheduled for at least two (2) weekends off in any six (6) week period of scheduling.
- 17.09 No employee shall be laid off during their normal schedule of working hours for the sole purpose of depriving them of overtime pay.
- 17.10 For the shifts affected by the change from daylight savings time to standard time, and vice versa, the employee shall be paid for hours actually worked. In the Spring, the night shift shall receive one (1) hour less and in the Fall, an extra hour shall be paid at the applicable overtime rate.

17.11 Every hour worked between midnight Friday through to Midnight Sunday shall receive \$.45 per hour premium and this is not pyramiding.

17:11 Overtime entitlement may be taken either as a monetary benefit at time and one-half the employee's regular straight time hourly rate of pay or as time off at the rate of time and one-half hours, for each hour of overtime. Unless mutually agreed to otherwise, any such accumulated time must be taken by March 31 of each year or it shall be paid out by the Hospital.

### **ARTICLE 18 - REST PERIODS**

18.01 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 1/2) hour shift.

Other employees (including employees who work shifts in excess of seven and one-half (7 1/2) hours) shall be entitled to paid rest periods of fifteen (15) minutes for each four (4) hours of work during their shift.

### **ARTICLE 19 - HOLIDAYS**

19.01 An employee who qualifies under article 19.04 hereunder shall receive the following paid holidays:

|                           |                           |
|---------------------------|---------------------------|
| New Year's Day            | Civic Holiday             |
| Second Monday of February | Labour Day                |
| Good Friday               | Thanksgiving Day          |
| Easter Monday             | Second Monday of November |
| Victoria Day              | Christmas Day             |
| Canada Day                | Boxing Day                |

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

19.03 Holiday pay is defined as the amount of regular straight time, hourly pay (7 1/2 hours) exclusive of shift premium which an employee would have received had they worked a normal shift on the holiday in question.

- 19.04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of their working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:
- (a) illness or accident which commenced in the current or previous pay period in which the holiday occurred;
  - (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
  - (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
  - (d) vacation granted by the Hospital;
  - (e) the employee's regular scheduled day off.
- 19.05 An employee who qualifies under Article 19.04 and is required to work on any of the above named holidays, will at the option of the Hospital, which shall take into account in its decision the request of the employees, to receive either:
- (a) pay for all hours worked on such day at the rate of one and one-half (1 1/2) times their regular straight time rate of pay in addition to their 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.
- 19.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- 19.07 If a paid holiday falls during an employee's vacation, their vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 19.08 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.

## ARTICLE 20 - CALL-BACK PAY

- 20.01 An employee called back to work after leaving the premises who reports to work outside their normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours' pay at time and **one-half (1-1/2)** their regular, straight-time hourly rate. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee. 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.
- 20.02 In lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (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 20.01.
- 20.03 Any employee who is called into work as a replacement for an absent employee, after that **employee's** shift has started, will be paid for the full shift provided they have worked a minimum of six (6) hours.

## ARTICLE 21 - REPORTING PAY

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

## ARTICLE 22 - SICK LEAVE AND LONG TERM DISABILITY

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

- 22.02 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.
- 22.03 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 their regular straight time hourly rate. The "sick leave bank" shall be utilized to:
- (i) 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,
  - (ii) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out;
  - (iii) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave dollars providing they subsequently achieve the necessary service to qualify them for pay-out under the conditions relating to such pay-out;
  - (iv) when an employee is absent by reason of incapacity or by reason of an accident occurring while on duty and an award is made by Worker's Compensation Board in respect thereof, such employee shall be entitled to receive the difference between their regular pay and the amount of such award up to but not in excess of their accumulated sick leave bank.
- 22.04 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 The Hospital will require, where necessary, a certificate from the attending physician before payment of sick leave will be made. Sick leave will not be paid to an employee while on vacation or during an authorized leave of absence. When an employee is able to return to work after an extended illness, notification must be given to the Hospital at least twenty-four (24) hours in advance of the employee's return to work.

22.06 Notwithstanding anything else contained in this Agreement, the Hospital will continue the benefits as herein provided relating to sick leave vacation and health and welfare program, while an employee is either:

- (a) on sick leave, until the accumulated sick leave credits in the sick leave bank have been paid in full or for six months, whichever is greater;
- (b) receiving Worker's Compensation until the employment is terminated.

22.07 Any employee suffering a compensable injury will be paid for the first day of injury by the Hospital.

22.08 Disabilities arising due to pregnancy related illnesses will be treated as illness for purpose of the sick leave plan.

### **ARTICLE 23 - VACATION**

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

- (a) Up to four (4) months of continuous service - four percent (4%) of the total pay received in the period of the preceding May 1st to April 30th.
- (b) After four (4) months or more of continuous service - one (1) week's vacation with pay at the rate of four percent (4%) based on the total pay received in the period of the preceding May 1st to April 30th.
- (c) After eight (8) months or more of continuous service - two (2) weeks' vacation with pay at the rate of four percent (4%) based on total pay received in the period of the preceding May 1st to April 30th.
- (d) An employee with more than one (1) year of continuous service but less than six (6) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of three (3) weeks with pay at their regular straight time hourly rate.
- (e) Effective for the 1991 vacation year, an employee with more than six (6) years of continuous service but less than fifteen (15) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at their regular straight time hourly rate.





- (f) An employee who has completed more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of April 30<sup>th</sup> of any year shall be entitled to an annual vacation of five (5) weeks with pay at their regular straight time hourly rate.
- (g) An employee who has completed more than twenty-five (25) years of continuous service as of April 30<sup>th</sup> of any year shall be entitled to an annual vacation of six (6) weeks with pay at their regular straight time hourly rate.

23.02 The time of vacation for each employee each year will be mutually arranged between the employees and the Hospital, 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 Hospital. An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Hospital. Employees shall request summer vacation by April 1<sup>st</sup> and the Employer shall post the final summer vacation schedule by May 1<sup>st</sup>.

23.03 An employee who leaves the employ of the Hospital for any reason, shall be paid the vacation allowance due to them at the time of their termination as provided herein.

23.04 Vacations shall not be cumulative from year to year.

23.05 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 they are entitled to receive on the paydays occurring during the employee's vacation period.

23.06 Where an employee has scheduled a period of vacation and is unable to commence their vacation due to illness or injury and provides the Hospital with evidence of their condition prior to the commencement of the scheduled vacation period, the vacation, in whole or in part shall be considered as sick leave. Any payment of sick leave will be subject to the terms of the sick leave plan.

Where an employee's scheduled vacation is interrupted due to illness or injury requiring surgical intervention and/or treatment as an inpatient in Hospital, the period of such hospitalization and/or recuperation from surgery while under the care of a physician shall be considered as sick leave. Any payment of sick leave will be subject to the terms of the sick leave plan.

**ARTICLE 24 - UNIFORMS**

24.01 When the Hospital requires employees to wear uniforms, the required uniforms will meet the standards of the Hospital in relationship to style, texture, colour and number. All uniforms shall comply with the Hospital's standards of cleanliness and condition. The Hospital will contribute a uniform allowance of eighty dollars (\$80.00) per year, payable in two (2) equal instalments of forty dollars (\$40.00) in June and December to each employee required to wear a uniform, providing the employee has been in the service of the Hospital at least six (6) months at the date of each payment.

The Hospital will continue to provide free laundry service. However, it will be the employee's responsibility to see that their uniforms are properly marked for identification purposes.

If an employee's uniform is irreparably damaged while they are working, the Hospital will replace the uniform free of charge. However, when the damage is the result of fair wear or is caused by the carelessness or negligence on the part of the employee, the Hospital shall not be held liable for any replacement costs.

**ARTICLE 25 - UNION SECURITY**

25.01 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 second pay day in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than 20 days after the pay day when such deduction is made.
- (d) The Hospital agrees when forwarding Union dues to submit a list indicating the names, 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.

- 25.02 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.
- 25.03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.
- 25.04 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.
- 25.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

#### **ARTICLE 26 - HEALTH AND WELFARE**

- 26.01 The Hospital will contribute one hundred percent (100%) of the cost of a properly enrolled employee's monthly premium toward the Hospitals of Ontario Group Life Insurance Policy, in accordance with the terms of the Policy. Coverage to be at double the employee's annual salary, and subject to the terms and conditions of the plan for those employees presently with coverage at less than double annual salary. In respect to those employees who may be ineligible on medical grounds, the Hospital will make every reasonable effort to obtain the Insurer's consent to provide them with full coverage under the plan currently in effect.
- 26.02 (a) The Hospital will contribute fifty percent (50%) of the required contributions for the Canada Pension Plan.
- (b) All employees shall as a condition of employment, enroll in the Hospitals of Ontario Pension Plan on completion of two (2) years of service, but may after six (6) months service voluntarily join the HOOPP.
- 26.03 The Hospital shall contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Blue Cross #9, - Current O.D.A. schedule or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

- 26.04 The Hospital will contribute seventy-five percent (75%) of the cost of the properly enrolled employee's monthly premium of the Ontario Blue Cross Extended health Care Plan (10/20 deductible) with coverage to include glasses at a maximum of \$90.00 every 24 months and hearing aids to a maximum of \$300.00, provided:
- (a) The employee make proper application to join the plan and agrees to the terms of the plan as now exists or as may be amended from time to time;
  - (b) The employee authorizes the Hospital to make such deductions, from their wages, as to meet the balance of the premium changes;
  - (c) There are sufficient members of the Plan at all times to satisfy the requirements of the Ontario Blue Cross.
- 26.05 The Hospital agrees to pay 100% 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.
- 26.06 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making 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.
- 26.07 The Hospital will provide equivalent coverage to all employees who retire early and have not reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The early retired employee's share towards the billed premium of insured benefit plans will be deducted from his or her monthly pension cheque.

#### ARTICLE 27 - RESPONSIBILITY PAY

- 27.01 When an employee relieves in a supervisory position for the majority of the seven and one-half (7-1/2) hour shift or more on a continuous basis which has been authorized by the Hospital, they shall be paid ten percent (10%) in excess of their prevailing wage rate for all hours so worked in such supervisory position.

**ARTICLE 28 - SHIFT BONUS**

28.01 An employee will be paid a shift premium of 45 cents per hour for each hour worked when the majority of such hours so worked fall between 1500 hours one day and 0700 hours the following day.

**ARTICLE 29 - JOB POSTING**

29.01 The Hospital shall post all vacancies with the exception of temporary vacancies within the bargaining unit on the job posting board for a period of seven (7) consecutive days unless in the Hospital's judgement an emergency exists that does not allow sufficient time for this procedure to be followed, then the position will be temporarily filled until the job posting procedure is followed. Vacancies created by the filling of the initial vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days. Employees shall have the right to bid on such vacancies or new jobs. In the event there is more than one applicant with acceptable qualifications and ability for such position then seniority shall govern.

29.02 An employee who successfully posts to a job posting need not be considered for a further job posting for a period of six (6) months from such date of transfer.

29.03 Unsuccessful applicants may request an explanation of the reason for non acceptance for a posted job vacancy.

29.04 Copies of all job postings to be given to the Chairperson.

29:05 Once successful through the posting procedure, full-time employees transferring to another classification within the bargaining unit, shall be subject to a period of familiarization in their new duties of twenty (20) working days. If such employee wishes to return to their former position or fails to satisfactorily complete this period, or is unable to perform the work, they shall be returned to their previous position and wage rate.

**ARTICLE 30 - STANDBY PAY**

30.01 An employee on Standby will be paid at the rate of two dollars and ten cents (\$2.10) for each hour of Standby. An employee, who is on Standby and who is called in to work will be paid at the rate of time and one-half (1 1/2) their regular straight time hourly rate. The minimum guarantee will be for four (4) hours at time and one-half (1 1/2) their regular straight-time hourly rate. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee. This guarantee will not carry through to regularly scheduled hours or

scheduled overtime work. The Standby allowance per shift will not remain payable when an employee is called in to work.

30.02 Transportation to and from the Hospital will be paid by the Hospital when an employee on Standby is called to work. The minimum round trip payment will be \$4.00.

### **ARTICLE 31 - PREMIUM PAYMENTS**

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

### **ARTICLE 32 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

32.01 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.

32.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

32.03 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.

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

32.05 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.

32.06 Any representative appointed or selected in accordance with 32.02 hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Occupational 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.

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

### **ARTICLE 33 - JOBSECURITY**

33.01 The Hospital shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out a lay-off of any employees other than casual or part-time employees follows. The contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is not a breach of this provision.

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

33.02 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affects, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

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

### **ARTICLE 34 - RETROACTIVITY**

34.01 The wage increase shall be effective as of the dates provided in Schedule "A" on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees who have been hired since April 1, 1996 shall be entitled to a pro-rata adjustment of their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union), at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Such employee will have a period of sixty (60) days after the mailing of the notice in which to claim such adjustments, but not thereafter.

The retroactive payment shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of the Ratification (February 4, 1998).

All other adjustments shall be effective as of the date of Ratification (February 4, 1998.)

**ARTICLE 35 - DURATION**

35.01 This Agreement shall continue in effect until and including March 31, 1998 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing its desire to amend or terminate this Collective Agreement.

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

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AT THE CITY OF KITCHENER, ONTARIO THIS 20th DAY OF March, 1998.**

**SIGNED ON BEHALF OF:**

**THE HOSPITAL**

[Signature]  
J. J. Bourman  
Bob P. [Signature]  
\_\_\_\_\_

**THE UNION**

[Signature]  
[Signature]  
Aldora Marques  
[Signature]  
Mary Kay Whiteley



**LETTER OF UNDERSTANDING****CASHOUT OF SICK TIME ACCUMULATION**

It is agreed by the parties that except for cause, any employee who has completed five (5) years of continuous full time service shall on termination of employment or death receive one-half (1/2) of the remaining sick leave credits that have not been utilized to top-up sick pay benefits as expressed in Article 22 of the Collective Agreement.

The initial amount will be calculated as of April 30, 1982 and will be reduced by the top-up purposes.

Employees will be provided with a record of size of their frozen sick leave bank once a year.

DATED AT KITCHENER, ONTARIO THIS 20<sup>th</sup> DAY OF March, 1998.

SIGNED ON BEHALF OF:

**THE HOSPITAL**

*Herold Bar*  
*J.J. Bourman*  
*Bob Pabbis*  
 \_\_\_\_\_

**THE UNION**

*Joseph Vandewick*  
*Kathy McDonald*  
*Aldona Marques*  
*Mary Jo Eames*  
*Mary Kay Whitney Mrs.*

LETTER OF UNDERSTANDINGPAYMENT FOR CPR COURSE FOR PORTERS

During negotiations the issue of payment for the CPR course for porters was discussed.

The Hospital agrees to continue the present practice of providing for, or paying the course cost of, a course for certification or r-e-certification for those parties who are required to have completed CPR training. In all cases the course to be taken must be approved by the Hospital.

DATED AT KITCHENER, ONTARIO THIS 20<sup>TH</sup> DAY OF MARCH 1998.

SIGNED ON BEHALF OF:

THE HOSPITAL

*Sherald Be*  
*J. J. Borman*  
*Bob Robb's.*  
 \_\_\_\_\_

THE UNION

*Janet Wardwick*  
*Kathy M. Donald*  
*Aldona Marques*  
*Mary Lechner*  
*Mary Kay Whiteley M.S.*

## LETTER OF UNDERSTANDING

### EXTENDED TOURS AND HYBRID SCHEDULES

1. Extended tours and hybrid schedule (combination of 7.5 hour and 11.25 hour tours) shall be introduced on any unit when:
  - a) sixty-five percent (65%) of the employees on the unit so indicated by secret ballot;
  - b) each member will have one vote;
  - c) will have a six (6) month trial period before another vote is taken; and
  - d) voting on extended tours may occur once every six (6) months if the unit so desires to implement extended tours.
  
2. Extended tours and hybrid schedule may be discontinued on any unit when:
  - a) sixty-five percent (65%) of the employees on the unit so indicated by secret ballot;
  - b) the hospital may disapprove extended hour schedules:
    - (i) if it adversely affects patient care;
    - (ii) is unable to provide workable staff schedules; and
    - (iii) schedules prove financially unacceptable.
  
3. For employees on extended tours the forty-five (45) day probationary period shall be expressed in hours (i.e.  $45 \times 7.7 = 337.50$  hours) or thirty (30) days for extended tours.

## 4. Employees working extended tours will be governed by the following:

|                        |  |
|------------------------|--|
| Hours of work          | 12 hours   |
| Hours paid             | 11.25 hours  |
| Overtime               | Paid at 1 ½ times regular rate after 11.25 hours per shift   |
| Lunch and rest periods | 45 minutes paid<br>45 minutes unpaid   |
| First shift of the day | Nights   |
| Shift premium          | as per the Collective Agreement  |
| Statutory Holidays     | <u>full-time statutory worked:</u><br>11.25 hours at 1½ times regular rate plus 7.5 hours lieu day at regular rate<br><br><u>Part-time statutory worked:</u><br>11.25 hours at 2½ times regular rate.<br><br><u>Full-time statutory not worked:</u><br>7.5 hours at regular rate.<br><br><u>Part-time statutory not worked:</u><br>as per the Collective Agreement |
| Sick time              | Pro-rated on an hourly basis - 562.2 hours   |
| Vacation               | Pro-rated on an hourly basis (e.g. 3 weeks vacation = 112.5 hours = extended tours)  |

- 5. Shall not be required to work more than three (3) consecutive extended tours without days off. If required to work more than three (3) consecutive tours, the Hospital will pay premium payment in accordance with Article 17:05 of the Collective Agreement for every consecutive day worked, following the third consecutive day worked.

DATED AT KITCHENER, ONTARIO THIS 20<sup>TH</sup> DAY OF MARCH 1998.

SIGNED ON BEHALF OF:

THE HOSPITAL

*Edward Br...*  
*D. J. Borman*  
*Bob Bell*  
\_\_\_\_\_

THE UNION

*Janet Vandick*  
*Kate McDonald*  
*Aldona Marques*  
*Mary Lou Libner*  
*Mary Kay Whitely*

## SCHEDULE "A"

## OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

| <u>CLASSIFICATION</u>                  | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|--|--------------|---------------|---------------|---------------|---------------|
| <b>Nursing R.P.N.</b>                  |              |               |               |               |               |
| 04/01/95                               | 16.03        | 16.10         | 16.15         | 16.34         | 16.56         |
| 04/01/96                               | 16.03        | 16.10         | 16.15         | 16.34         | 16.56         |
| 06/30/97                               | 16.72        | 16.79         | 16.84         | 17.03         | 17.25         |
| 07/01/97                               | 16.89        | 16.96         | 17.01         | 17.20         | 17.42         |
| 03/31/98                               | 17.06        | 17.13         | 17.18         | 17.37         | 17.59         |
| <b>R.P.N. - O.R.<br/>Technician</b>    |              |               |               |               |               |
| 04/01/95                               | 16.15        | 16.26         | 16.33         | 16.51         | 16.72         |
| 04/01/96                               | 16.15        | 16.26         | 16.33         | 16.51         | 16.72         |
| 06/30/97                               | 16.84        | 16.95         | 17.02         | 17.20         | 17.41         |
| 07/01/97                               | 17.01        | 17.12         | 17.19         | 17.37         | 17.58         |
| 03/31/98                               | 17.18        | 17.29         | 17.36         | 17.54         | 17.76         |
| <b>Practical Nurse (Non-Reg.)</b>      |              |               |               |               |               |
| 04/01/95                               | 15.59        | 15.67         | 15.72         | 15.90         | 16.12         |
| 04/01/96                               | 15.59        | 15.67         | 15.72         | 15.90         | 16.12         |
| 07/01/97                               | 15.75        | 15.83         | 15.88         | 16.06         | 16.28         |
| 03/31/98                               | 15.91        | 15.99         | 16.04         | 16.22         | 16.44         |
| <b>Medical Attendant<br/>(Trained)</b> |              |               |               |               |               |
| 04/01/95                               | 14.61        | 14.70         | 14.76         | 14.95         | 15.15         |
| 04/01/96                               | 14.61        | 14.70         | 14.76         | 14.95         | 15.15         |
| 07/01/97                               | 14.76        | 14.85         | 14.91         | 15.10         | 15.30         |
| 03/31/98                               | 14.91        | 15.00         | 15.06         | 15.25         | 15.45         |
| <b>Nursing-Porter</b>                  |              |               |               |               |               |
| 04/01/95                               | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                               | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                               | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                               | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |

| <u>CLASSIFICATION</u>       | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|-----------------------------|--------------|---------------|---------------|---------------|---------------|
| <b>Instrument Attendant</b> |              |               |               |               |               |
| 04/01/95                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                    | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                    | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Supply Assistant 1</b>   |              |               |               |               |               |
| 04/01/95                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                    | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                    | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Supply Assistant II</b>  |              |               |               |               |               |
| 04/01/95                    | 14.10        | 14.19         | 14.29         | 14.42         | 14.55         |
| 04/01/96                    | 14.10        | 14.19         | 14.29         | 14.42         | 14.55         |
| 07/01/97                    | 14.24        | 14.33         | 14.43         | 14.56         | 14.70         |
| 03/31/98                    | 14.38        | 14.47         | 14.57         | 14.71         | 14.85         |
| <b>Sorter-Folder</b>        |              |               |               |               |               |
| 04/01/95                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                    | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                    | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Aide</b>                 |              |               |               |               |               |
| 04/01/95                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                    | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                    | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Porter</b>               |              |               |               |               |               |
| 04/01/95                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                    | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                    | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                    | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |

| <u>CLASSIFICATION</u>         | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|-------------------------------|--------------|---------------|---------------|---------------|---------------|
| <b>Cafeteria Assistant</b>    |              |               |               |               |               |
| 04/01/95                      | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                      | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                      | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                      | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Clerk</b>                  |              |               |               |               |               |
| 04/01/95                      | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                      | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                      | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                      | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Cook</b>                   |              |               |               |               |               |
| 04/01/95                      | 15.49        | 15.56         | 15.65         | 15.79         | 15.91         |
| 04/01/96                      | 15.49        | 15.56         | 15.65         | 15.79         | 15.91         |
| 07/01/97                      | 15.64        | 15.72         | 15.81         | 15.95         | 16.07         |
| 03/31/98                      | 15.80        | 15.88         | 15.97         | 16.11         | 16.23         |
| <b>Second Cook-Cook Baker</b> |              |               |               |               |               |
| 04/01/95                      | 14.18        | 14.27         | 14.36         | 14.51         | 14.62         |
| 04/01/96                      | 14.18        | 14.27         | 14.36         | 14.51         | 14.62         |
| 07/01/97                      | 14.32        | 14.41         | 14.50         | 14.66         | 14.77         |
| 03/31/98                      | 14.46        | 14.55         | 14.65         | 14.81         | 14.92         |
| <b>Head Cleaner</b>           |              |               |               |               |               |
| 04/01/95                      | 14.26        | 14.33         | 14.37         | 14.53         | 14.65         |
| 04/01/96                      | 14.26        | 14.33         | 14.37         | 14.53         | 14.65         |
| 07/01/97                      | 14.40        | 14.47         | 14.51         | 14.68         | 14.80         |
| 03/31/98                      | 14.54        | 14.61         | 14.66         | 14.83         | 14.95         |
| <b>Head Aide</b>              |              |               |               |               |               |
| 04/01/95                      | 13.73        | 13.80         | 13.84         | 14.04         | 14.15         |
| 04/01/96                      | 13.73        | 13.80         | 13.84         | 14.04         | 14.15         |
| 07/01/97                      | 13.87        | 13.94         | 13.98         | 14.18         | 14.29         |
| 03/31/98                      | 14.01        | 14.08         | 14.12         | 14.32         | 14.43         |



| <u>CLASSIFICATION</u>                    | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|--|--------------|---------------|---------------|---------------|---------------|
| <b>Cleaner</b>                           |              |               |               |               |               |
| 04/01/95                                 | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                                 | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                                 | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                                 | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>ESP Environmental Support Person</b>  |              |               |               |               |               |
| 04/01/95                                 | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                                 | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                                 | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                                 | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Morgue Attendant</b>                  |              |               |               |               |               |
| 04/01/95                                 | 14.61        | 14.70         | 14.76         | 14.95         | 15.15         |
| 04/01/96                                 | 14.61        | 14.70         | 14.76         | 14.95         | 15.15         |
| 07/01/97                                 | 14.76        | 14.85         | 14.91         | 15.10         | 15.30         |
| 03/31/98                                 | 14.91        | 15.00         | 15.06         | 15.25         | 15.45         |
| <b>Carpenter</b>                         |              |               |               |               |               |
| 04/01/95                                 | 16.08        | 16.14         | 16.21         | 16.40         | 16.57         |
| 04/01/96                                 | 16.08        | 16.14         | 16.21         | 16.40         | 16.57         |
| 07/01/97                                 | 16.24        | 16.30         | 16.37         | 16.56         | 16.74         |
| 03/31/98                                 | 16.40        | 16.46         | 16.53         | 16.73         | 16.91         |
| <b>Maintenance "B" including Painter</b> |              |               |               |               |               |
| 04/01/95                                 | 16.02        | 16.10         | 16.16         | 16.31         | 16.43         |
| 04/01/96                                 | 16.02        | 16.10         | 16.16         | 16.31         | 16.43         |
| 07/01/97                                 | 16.18        | 16.26         | 16.32         | 16.47         | 16.59         |
| 03/31/98                                 | 16.34        | 16.42         | 16.48         | 16.63         | 16.76         |
| <b>Helper</b>                            |              |               |               |               |               |
| 04/01/95                                 | 15.03        | 15.07         | 15.16         | 15.31         | 15.47         |
| 04/01/96                                 | 15.03        | 15.07         | 15.16         | 15.31         | 15.47         |
| 07/01/97                                 | 15.18        | 15.22         | 15.31         | 15.46         | 15.62         |
| 03/31/98                                 | 15.33        | 15.37         | 15.46         | 15.61         | 15.78         |

| <u>CLASSIFICATION</u>         | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|-------------------------------|--------------|---------------|---------------|---------------|---------------|
| <b>Stock Clerk</b>            |              |               |               |               |               |
| 04/01/95                      | 14.13        | 14.17         | 14.27         | 14.41         | 14.55         |
| 04/01/96                      | 14.13        | 14.17         | 14.27         | 14.41         | 14.55         |
| 07/01/97                      | 14.27        | 14.31         | 14.41         | 14.55         | 14.70         |
| 03/31/98                      | 14.41        | 14.45         | 14.55         | 14.70         | 14.85         |
| <b>Rehab. Aide</b>            |              |               |               |               |               |
| 04/01/95                      | 14.00        | 14.34         | 14.41         | 14.58         | 14.79         |
| 04/01/96                      | 14.00        | 14.34         | 14.41         | 14.58         | 14.79         |
| 07/01/97                      | 14.14        | 14.48         | 14.55         | 14.73         | 14.94         |
| 03/31/98                      | 14.28        | 14.62         | 14.70         | 14.88         | 15.09         |
| <b>Print Shop Operator</b>    |              |               |               |               |               |
| 04/01/95                      | 14.00        | 14.34         | 14.41         | 14.58         | 14.79         |
| 04/01/96                      | 14.00        | 14.34         | 14.41         | 14.58         | 14.79         |
| 07/01/97                      | 14.14        | 14.48         | 14.55         | 14.73         | 14.94         |
| 03/31/98                      | 14.28        | 14.62         | 14.70         | 14.88         | 15.09         |
| <b>Stockkeeper</b>            |              |               |               |               |               |
| 04/01/95                      | 15.18        | 15.29         | 15.40         | 15.45         | 15.63         |
| 04/01/96                      | 15.18        | 15.29         | 15.40         | 15.45         | 15.63         |
| 07/01/97                      | 15.33        | 15.44         | 15.55         | 15.60         | 15.79         |
| 03/31/98                      | 15.48        | 15.59         | 15.71         | 15.76         | 15.95         |
| <b>Stores Clerk</b>           |              |               |               |               |               |
| 04/01/95                      | 14.45        | 14.53         | 14.59         | 14.76         | 14.88         |
| 04/01/96                      | 14.45        | 14.53         | 14.59         | 14.76         | 14.88         |
| 07/01/97                      | 14.59        | 14.68         | 14.74         | 14.91         | 15.03         |
| 03/31/98                      | 14.74        | 14.83         | 14.89         | 15.06         | 15.18         |
| <b>Shipper &amp; Receiver</b> |              |               |               |               |               |
| 04/01/95                      | 14.45        | 14.53         | 14.59         | 14.76         | 14.88         |
| 04/01/96                      | 14.45        | 14.53         | 14.59         | 14.76         | 14.88         |
| 07/01/97                      | 14.59        | 14.68         | 14.74         | 14.91         | 15.03         |
| 03/31/98                      | 14.74        | 14.83         | 14.89         | 15.06         | 15.18         |

| <u>CLASSIFICATION</u>          | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|--------------------------------|--------------|---------------|---------------|---------------|---------------|
| <b>Central Porter</b>          |              |               |               |               |               |
| 04/01/95                       | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                       | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                       | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                       | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Fracture Room Attendant</b> |              |               |               |               |               |
| 04/01/95                       | 15.38        | 15.47         | 15.55         | 15.71         | 15.92         |
| 04/01/96                       | 15.38        | 15.47         | 15.55         | 15.71         | 15.92         |
| 07/01/97                       | 15.53        | 15.62         | 15.71         | 15.87         | 16.08         |
| 03/31/98                       | 15.69        | 15.78         | 15.87         | 16.03         | 16.24         |
| <b>Aide 1</b>                  |              |               |               |               |               |
| 04/01/95                       | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                       | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                       | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                       | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Darkroom Technician</b>     |              |               |               |               |               |
| 04/01/95                       | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 04/01/96                       | 14.02        | 14.11         | 14.17         | 14.33         | 14.44         |
| 07/01/97                       | 14.16        | 14.25         | 14.31         | 14.47         | 14.58         |
| 03/31/98                       | 14.30        | 14.39         | 14.45         | 14.61         | 14.73         |
| <b>Electrician</b>             |              |               |               |               |               |
| 04/01/95                       | 18.05        |               |               |               |               |
| 04/01/96                       | 18.08        |               |               |               |               |
| 07/01/97                       | 18.23        |               |               |               |               |
| 03/31/98                       | 18.41        |               |               |               |               |
| <b>Maintenance "A"</b>         |              |               |               |               |               |
| 04/01/95                       | 17.09        |               |               |               |               |
| 04/01/96                       | 17.09        |               |               |               |               |
| 07/01/97                       | 17.26        |               |               |               |               |
| 03/31/98                       | 17.43        |               |               |               |               |

| <u>CLASSIFICATION</u> | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|
|-----------------------|--------------|---------------|---------------|---------------|---------------|

**Plumber**

|          |       |
|----------|-------|
| 04/01/95 | 18.05 |
| 04/01/96 | 18.05 |
| 07/01/97 | 18.23 |
| 03/31/98 | 18.41 |

**Lead Hand (C.S.R.)**

|          |       |       |       |       |       |
|----------|-------|-------|-------|-------|-------|
| 04/01/95 | 15.38 | 15.47 | 15.55 | 15.71 | 15.92 |
| 04/01/96 | 15.38 | 15.47 | 15.55 | 15.71 | 15.92 |
| 07/01/97 | 15.53 | 15.62 | 15.71 | 15.87 | 16.08 |
| 03/31/98 | 15.69 | 15.78 | 15.87 | 16.03 | 16.24 |