

COLLECTIVE AGREEMENT

BETWEEN

**ST. MARY'S OF THE LAKE HOSPITAL
KINGSTON, ONTARIO**

(hereafter referred to as the "Hospital")

AND

**EMPLOYEES' ASSOCIATION
ST. MARY'S OF THE LAKE HOSPITAL**

(hereafter referred to as the "Association")

FULL AND PART-TIME UNITS

RECEIVED
JUN 19 2000

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ARTICLE I

General Purpose

ARTICLE 1.01

The purpose of this Agreement is to establish mutually satisfactory relations between the Hospital and the employees concerned to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for the employees who are subject to the provisions of this Agreement.

ARTICLE II

Recognition and Coverage

ARTICLE 2.01

The Hospital **recognizes** the Association as the exclusive collective bargaining agent for all employees at the Hospital at Kingston, Ontario, save and except the Sisters, professional medical **staff**, Registered Nursing **Staff**, Non-registered nurses, graduate nurses, undergraduate nurses, graduate **pharmacists**, undergraduate pharmacists, secretary to the Administrator, secretary to the V.P. Human Resources, secretary to the V.P. **Nursing**, administrative assistant, Human Resources Assistant, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, payroll officer, payroll clerk, chief engineer, all persons above the rank of supervisor or foreman, and persons covered by the subsisting Collective Agreements.

ARTICLE 2.02

It is agreed that the term technical personnel as used in Section 2.01 includes physiotherapists, occupational therapists, speech therapists, psychologists, **electro-encephalographists**, electric shock therapists, laboratory, radiological, pathological and cardiological technicians.

ARTICLE 2.03

The words "employee" or "employees" where used in this Agreement shall mean only the employees in the bargaining unit as defined in **this** Article.

ARTICLE 2.04

Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context so provides

ARTICLE 2.05

A "Registered Nursing Assistant" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act 1974, as amended.

A Registered Nursing Assistant is required to present to the Director of Nursing her current **Certificate** of Competence each year no later than March 1st, **failing which** her salary will be reduced to the corresponding level on the Nurse's Aide (Trained) salary grid until such Certificate of Competence is presented. In the event the Registered Nursing Assistant is unable to present the said certificate but can provide proof of payment, the above penalty provision will not apply. It will remain the responsibility of the Registered Nursing Assistant to obtain her **certificate** and to provide the Hospital with proof that she is making the necessary effort of doing so. Reinstatement to the status of Registered Nursing Assistant shall be effective the date of presentation of proof of the **certification** as above.

ARTICLE 2.06

An employee who regularly works more than twenty-four (24) hours per week but less than thirty-seven and one-half (37½) hours per week shall receive **all** pay and benefits on a pro-rata basis. For employees hired **after** November 12, 1986, seniority and service for the purposes of vacation and pay increments shall **accrue** on the basis of one year equalling 1725 hours worked.

ARTICLE 2.07 - DEFINITIONS(i) Temporary Full-time

A temporary full-time employee is an employee who commences employment with the Hospital to temporarily relieve a full-time employee or to perform a special non-recurring task. If replacing an employee who is ill or on Workers' Compensation this employee shall continue for a period not to exceed **twelve (12)** months or until the employee returns to work or Article 9.04(h) (i) is applicable, whichever occurs sooner.

If hired for a non-recurring task the period shall be for a term not to exceed six (6) months, or such longer term as may be agreed to by the parties to this Agreement. A temporary full-time employee shall be entitled to all rights and privileges of this Agreement except in respect of discharge, lay-off, recall or promotion.

Where a temporary employee is hired to temporarily relieve a **full-time** employee, the temporary employee shall not be retained in the MI-time absentee's position beyond the length of the absentee's leave.

The employment of a **full-time temporary** employee may be terminated at any time during the **temporary** employment without recourse to the grievance procedure and they shall not accumulate seniority.

In the event that a temporary employee is retained as a regular employee, her accumulated seniority and service **shall** be retained. Service for the purpose of wage increments, benefits and vacation **shall** be made retroactive to her last date of hire as a temporary employee provided no break in service has occurred and her period of temporary employment **shall** be applied towards her probation period which shall be reduced proportionately and the provisions of Article 9.02 (a) will **apply**.

Where a full-time temporary employee commences employment with the Hospital to temporarily relieve an employee who regularly works more than twenty-four (24) hours per week, but less than thirty-seven and one-half (37½) hours per week, the temporary employee shall, subject to the terms and conditions of the benefit plans, receive all pay and benefits on a pro-rata basis

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

(ii) Regular Part-Time

A part-time employee who regularly works for less than twenty-four (24) hours per week on a **pre-determined** basis as **determined** by the needs of the Hospital.

(hi) Casual Part-Tie

A part-time employee in respect of whom there is no scheduling, and who will be available to work as required by the Hospital.

(iv) Temporary Part-Tie

A part-time temporary employee is an employee who commences employment with the Hospital to **temporarily** relieve a part-time employee or to perform a special non-recurring task. If replacing an employee who is ill or on Workers' Compensation **this** employment shall continue for a period not to exceed twelve (12) months or **until** the employee returns to work, whichever occurs sooner. **If hired** for a non-recurring task the period **shall** be for a period not to exceed six (6) months or such longer term as

may be agreed to by the parties to this Agreement. A temporary part-time employee shall be entitled to all rights and privileges of this Agreement except in respect of discharge, lay-off, recall or promotion.

Where a temporary employee is hired to temporarily relieve a part-time employee, the temporary employee shall not be retained in the part-time absentee's position beyond the length of the absentee's leave.

The employment of a part-time temporary employee may be terminated at any time during this temporary employment without recourse to the grievance procedure and they shall not accumulate seniority.

In the event that a temporary employee is retained as a regular employee, her accumulated seniority and service shall be retained. Service for the purpose of wage increments, benefits and vacation shall be made retroactive to her last date of hire as a temporary employee provided no break in service has occurred and her period of temporary employment shall be applied towards her probation period which shall be reduced proportionately and the provisions of Article 9.02(a) will apply.

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

ARTICLE III

Relationships

ARTICLE 3.01

The Hospital and the Association agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Association, or because of his lawful activity or lack of activity in the Association.

ARTICLE 3.02

The Association further agrees that there will be no solicitation for membership, collection of dues or other Association activities on the premises of the Hospital except as specifically permitted by this Agreement or in writing by the Hospital. Each employee presently employed and as employed shall be provided with a copy of the current Collective Agreement between the parties so as to acquaint employees with the Association.

ARTICLE 3.03

During the orientation of new employees, who are members of the bargaining unit, the President of the Local "or" his designate will be allowed a period of time not to exceed **fifteen (15)** minutes to interview such employees collectively. During this interview membership forms may be provided to the employee(s). It is understood that employees shall be **free** to join or not to join the Association.

ARTICLE 3.04

The parties agree that in accordance with the provisions **of the** Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, citizenship, ancestry or place of origin or any other human rights ground which is not pertinent to the employment relationship.

ARTICLE IV

Association Security

ARTICLE 4.01

- 1) The Hospital will deduct each month from the pay of an employee **the** amount of monthly dues established **from** time to time. In the case of new employees, such deduction shall commence in the month of hire.
- 2) The Association will notify the Hospital in writing of the amount of monthly dues before the Hospital is required to **make** any deductions. The Hospital will forward all monies so deducted to the Treasurer of the Association not later than the first of the month next following the month in which the deductions are made.
- 3) Where an employee has no due deducted during the payroll period **from** which dues are normally deducted, that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period.
- 4) In consideration of the deducting and **forwarding** of Association dues by the Hospital, the Association agrees to **indemnify** and save harmless the Hospital against any claims or liabilities arising or resulting **from** the operation of this Article.

ARTICLE 4.02

- (a) The Employer agrees to **furnish** the Association President each April, with two (2) copies of a list of the names and addresses of employees within the bargaining units. This list will be kept current each month by the addition of new employees and the deletion of those who terminate.
- (b) A list of vacancies filled in the preceding month under Article 9 05 and the names of the successful applicants, will be posted, with a copy provided to the Association.

ARTICLE 4.03

The Association agrees to indemnify **and** save harmless the Hospital in respect to deduction of dues made in accordance with Article 4.01.

ARTICLE V**Management Functions****ARTICLE 5.01**

The Hospital agrees that the following functions will be exercised in a manner consistent with the provisions of the Collective Agreement.

The Association acknowledges that it is the exclusive **function of the** Hospital to:

- a) maintain order, discipline **and** efficiency;
- b) hire, discharge, direct, classify, **transfer**, promote, demote, layoff and suspend or otherwise discipline employees for cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of grievance and dealt with in accordance with the grievance procedure;
- c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement, The Hospital will **furnish** the Association and the Chief Steward with copies of published Hospital rules and regulations prior to posting same on bulletin boards;

- d) manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the **allocation** and number of employees required **from** time to time, the standards of performance for **all** employees and all **other** matters concerning **the** Hospitals operations not otherwise specifically dealt with elsewhere **in** this Agreement.

ARTICLE **VI**

Strikes and Lockouts

ARTICLE **6.01**

During the term of this Agreement, the Hospital will not cause or direct any lockout **of its** employees and the Association will not cause, **direct** or condone **any** strike or other individual or collective action which **will** interfere with, or in any way impair, the services of the Hospital. If employees should engage **in** such action, the Association shall instruct and direct such employees to **return** to work **and** resort to the grievance procedure herein contained.

ARTICLE **VII**

Representation

ARTICLE **7.01**

The Association **shall have** the right to appoint, or **otherwise** select a Negotiating Committee of not more **than** four (4) employees, one of whom will be the President of the Association. Members of this Committee shall **arrange**, in advance, with their supervisors for necessary time off for negotiations with the Hospital,

ARTICLE **7.02**

The Association **shall** appoint a Grievance Committee consisting of three (3) employees, one of whom will be the President of the Association.

ARTICLE 7.03

The Association shall have the right to appoint or otherwise select stewards.

The Hospital will **recognize** a Chief Steward, and one (1) steward **from** each of the following departments of the Hospital, except Nursing where there will be five (5) and one (1) steward for each off-site location.

- one (1) in Office
- one (1) in Central Process & Dispatch, Porters, Maintenance, Laundry, and Stores
- one (1) in Housekeeping
- one (1) in Physiotherapy, Occupational Therapy, Pharmacy, and Day Hospital
- one (1) in Dietary
- five (5) in Nursing
- one (1) at each off-site location

ARTICLE 7.04

The Association agrees to notify the Hospital of the names of the members of the executive, members of committees provided for in this Agreement, and stewards at the time of their appointment or selection and within seven (7) calendar days **after** any changes in these membership occur. Only persons thus named shall be **recognized** by the Hospital

ARTICLE 7.05

- (i) The Association acknowledges that stewards and members of committees have their normal working duties to perform on behalf of the Hospital. Such persons will not leave their area of work without first obtaining permission **from** their immediate supervisor outside of the bargaining unit in order to deal with matters arising out of this Agreement. When committee members, in carrying out their responsibilities under this Agreement, are required to enter into a work area other than that to which they have been assigned, they must **first** obtain permission from the person in charge of the said work area. When stewards in carrying out their responsibilities under this Agreement, are required to enter a work area other **than** that to which they have been assigned, they must first notify the person in charge of the reason for their need to enter the said work area. On completion of such responsibilities, these persons shall report back to the person in charge of their work area. Permission under this clause will not be unreasonably withheld.

- (ii) In accordance with **this understanding**, the Hospital shall not make any deductions from regular earnings of stewards or committee members for:
 - (a) time spent absent **from** regular scheduled duties by stewards while investigating a complaint or grievance and by Grievance Committee members in joint meetings with the Hospital up to but not including arbitration.
 - (b) time spent absent **from** regular scheduled duties by members of the Negotiating Committee (four members only) when attending meetings with the Hospital during local negotiations up to but not including arbitration,
- (ii) Compensation will not be paid to stewards and committee members for time spent outside of regular working hours.

ARTICLE 7.06

When the Association requires assistance on Hospital premises in matters arising **from** the terms of this Agreement, such person(s) will have access to the Hospital upon the Association obtaining permission from the Hospital Administrator or her designate. Permission will not unreasonably be withheld.

ARTICLE VIII

Grievance and Arbitration Procedure

ARTICLE 8.01

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

ARTICLE 8.02

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

ARTICLE 8.03

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 formal grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor shall arrange a meeting for the purpose of discussing the formal grievance. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement then.

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties shall meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that the Association or the Hospital Administrator or his designee may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. If the grievance is denied, reason for denial will be stated in writing.

ARTICLE 8.04

A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

ARTICLE 8.05

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 8.06

The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for exercising a right under this Agreement. A claim by an employee who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- (c) by any other arrangement which may be deemed just and equitable.

The Hospital agrees to provide written reasons within a reasonable time to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her probationary period, without just cause.

ARTICLE 8.07

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

ARTICLE 8.08

All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the employees.

ARTICLE 8.09

When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party of 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 Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman

ARTICLE 8.10

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

ARTICLE 8.11

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

ARTICLE 8.12

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

ARTICLE 8.13

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

ARTICLE 8.14

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

ARTICLE 8.15

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

ARTICLE 8.16

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE IX

Seniority, Promotion and **Staff Changes**

ARTICLE 9.01

Where **qualified**, and except where expressly provided **otherwise** herein seniority is preference or priority for promotion, demotions, layoffs, transfers and **re-hirings** and all other matters measured by length of seniority with the Hospital. When seniority governs, the most senior applicant, regardless of bargaining unit, **will** be selected. The Hospital shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Association and posted on all bulletin boards by March 31st and September 30th of each year.

ARTICLE 9.02

- (a) Subject to Article 2.07, newly hired employees shall be considered on a trial basis for a period of sixty (60) days worked or in the case of part-time employees the trial period shall be four hundred and fifty (450) hours worked from the last date of hire. This period could be extended in extenuating circumstances with the agreement of both parties to this Agreement. During the trial period, employees shall be entitled to all rights and privileges of this agreement, except in respect to discharge, layoff, recall or promotion. The employment of such employees may be terminated at any time during this trial period without recourse to the grievance procedure. After completion of the trial period, seniority shall be effective from that last date of employment.
- (b) Seniority only shall be credited to employees transferring from Full-time to Part-time, or Part-time to Full-time from last date of hire, prior to November 20th, 1987.
- (c) Effective November 20, 1987, for each employee who has transferred subsequent to November 20, 1987:

For the application of service for the purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from temporary full-time, temporary part-time, or casual or full-time to part-time shall receive full credit for his service and seniority;
- (ii) an employee whose status is changed from temporary part-time, temporary MI-time, casual, or part-time to full-time shall receive credit for his service and seniority on the basis of one year where applicable for each 1725 hours worked.
- (iii) The above noted employee shall be allowed a trial period of up to thirty (30) working days, (or 225 worked hours) during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied without loss of service or seniority. In the event of a temporary employee whose status was changed to that of permanent part-time or permanent MI-time the employee's employment may be terminated by the Hospital within this trial period without recourse to the grievance procedure.

- (iv) Where an employee's status is changed from part-time or casual or **temporary** part-time to full-time status, his vacation pay entitlement as of June 30th in the year of the transitions shall be calculated as follows:

Number of full months worked as full-time employee since transfer	x	Vacation entitlement in accordance with Article 12 of the full-time agreement
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The employee may, **if he** chooses, take the full-time vacation entitlement **off**. However, the amount of pay that the employee receives during the time off is calculated in accordance with the formula provided above.

ARTICLE 9.03

Seniority and service **shall** be retained and accumulated when an employee is absent **from work** under the following circumstances:

- (a) Annual vacation. (**full-time** only)
- (b) When in receipt of "Sick Pay Benefits" period of **HOODIP**. (**full-time** only)
- (c) When in receipt of **Workers'** Compensation Board payments for a period not to exceed thirty (30) calendar months or the seniority of the employee if such standing is less than six (6) calendar months at the time of commencement of absence due to accident.

ARTICLE 9.04

An employee **shall** lose her seniority and employment:

- (a) When she **utilizes** a leave of absence for purposes other than for which it was granted unless permission for such change has been **confirmed** in writing by the Hospital.
- (b) When she engages in **gainful** employment of the same nature with another employer during a leave of absence.
- (c) When she resigns

- (d) When she overstates a leave of absence or annual vacation period without providing a reason satisfactory to the Hospital.
 - (e) When she is absent from work for a period of more than three (3) days off without notifying the Hospital, unless she provides a reason satisfactory to the Hospital.
 - (f) When she is discharged and not reinstated through the grievance or arbitration procedure.
 - (g) When absent on sick leave or absent due to illness for a period of thirty (30) continuous months or the seniority of the employee if such standing is less than six (6) calendar months at the time of the commencement of the absence.
- (h) (i) The following clause is applicable to full-time employees only:
- When absent on Workers' Compensation for a period of thirty (30) continuous months.
- (ii) The following clause is applicable to part-time employees only:
- When absent on Workers' Compensation for a period of thirty (30) continuous months or the seniority of the employee if such standing is less than six (6) calendar months at the time of the commencement of the absence.
- (i) When she fails to **return** to work **after** being recalled from a lay-off within seven (7) calendar days **after** being notified by registered **mail** to do so, unless she gives sufficient reason to the Hospital for her failure to **return**.

ARTICLE 9.05 - JOB POSTING

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position **within** the bargaining unit is established by the Hospital, such vacancy **shall** be posted for a period of seven (7) consecutive calendar days. Employees may apply for posted vacancies by written application within the said seven (7) days.

Unsuccessful applicants for a posted position shall be **notified in writing**. The names of the **successful** applicants **will** be posted on the bulletin board for a period of seven (7) calendar days.

At the request of the employee, the Hospital will discuss with the **unsuccessful** applicant ways in which they can improve their **qualifications** for **future** postings

The posting **shall** stipulate the **qualifications**, classification, rate of pay, department and **shift**, the job requirements as determined by the Hospital Employees, if **qualified**, shall be selected in accordance with **the** criteria outlined in Article 9.01.

The **successful** employee **shall** be allowed a trial period **of up to** thirty (30) working days (or a total of 225 worked hours) during which the Hospital **will** determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Hospital to the position formerly occupied, without loss of seniority or service.

The vacancy resulting **from** the position may be filled on a **temporary** basis until the trial period is complete.

Successful applicants to job postings and newly hired employees need not be considered for subsequent vacancies for a period not to exceed six (6) months.

Employee(s) transferred to supervisory or other positions, which disqualify them from being subject to this agreement, shall accumulate seniority for a period of six (6) months following such transfer and should such **employee(s) decide** to return to the bargaining unit or are returned by the Hospital during the six (6) month period, they shall be returned to the job **classification** and department held by such employee immediately prior to such transfer, with no loss in their seniority. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than through the normal posting procedure.

(b) **Temporary** vacancies that are expected to exceed three (3) months will be posted for a period of seven (7) consecutive calendar days. Employees may apply for posted vacancies by written application **within** the said seven (7) days,

Temporary vacancies that are expected to be less than three (3) months will be posted for a period of three (3) consecutive calendar days. Employees may apply for posted vacancies by written application within the said three (3) days,

The posting **shall** stipulate the **qualifications**, classification, rate of pay, department and **shift**, the job requirements as determined by the Hospital. Employees, if **qualified**, shall be selected in accordance with the criteria **outlined** in Article 9.01.

The **successful** employee **shall** be allowed a trial period **of up to** thirty (30) working days (or 225 worked hours) during which the Hospital will determine **if the** employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Hospital to the position formerly occupied, without loss of seniority or service.

Where an employee is selected to fill a temporary vacancy pursuant to this Article the Hospital will return the employee to her former position upon completion of the temporary vacancy, unless the position has been discontinued, in which case the employee shall be given a comparable job to that of the former position.

Where an employee is selected to fill a temporary vacancy of more than three (3) months duration pursuant to this Article, the employee shall not be considered for any other temporary vacancies for a period of six (6) months following the completion of the temporary vacancy that the employee was selected to fill, except where there are no other qualified applicants from within the bargaining unit,

A part-time employee who fills a temporary full-time vacancy will be credited with his service only for the purpose of being applied to the waiting periods for benefits

For the purpose of this clause, temporary shall be deemed to be a time period not to exceed six (6) months or in the case of Maternity or Parental leave thirty-five (35) weeks, or such longer term as may be agreed to by the parties to this agreement.

ARTICLE 9.06

When an employee covered by this Agreement is unable to perform her duties, through advancing years or disablement, the Hospital will make every effort to relocate the employee in a position or job consistent with her disability, capacity and age, at a salary determined by the Hospital

ARTICLE 9.07

The normal retirement age shall be sixty-five (65) for men and women. After consultation with the Association the Hospital may, however, continue to employ on a three-month to three month basis, any person after he or she has attained retirement age, at an occupation which takes into consideration, the ability and physical and mental condition of such person. This clause will also include employees who are rehabilitation patients from other institutions. The number of these employees is not to exceed three (3) at any one time.

ARTICLE 9.08 -Notice and Redeployment Committee

(a) 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 Hospital shall:

- (i) provide the Union with no less than six (6) months written notice of the proposed layoff or elimination of position; and
- (ii) 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.

(b) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.

- (4) Subject to Article 9.08 (b) the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be **filed** as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide **staffing** and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide **staffing** committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members in relation to other **staff groups**.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

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

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee **all** pertinent **staffing** and **financial** information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in **staffing** to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

ARTICLE 9.09 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08 (a) (ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.11 or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP).
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

NOTE

For purposes of the operation of clause (d), 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 the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the leastsenior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate,

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of **recall from** a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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.

An employee who has bumped into a **different classification** or has been recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position and/or **classification** held prior to the layoff should it become vacant, provided he/she has the ability to perform the work.

No new employees shall be hired until **all** those laid off 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.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital. A copy of **all** correspondence shall be forwarded to the Association

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

No MI-time employee within the bargaining unit shall be laid off by reason of **his/her** duties being assigned to one or more part-time employees. In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration **of the** six-month notice period provided for in article 9.08.

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay **the full** premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment **can** be made through the payroll office of the Hospital provided that the employee informs the Hospital of **his** or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule

ARTICLE 9.10 -Retraining

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(b):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside the bargaining unit may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in Article 9.10.

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

ARTICLE 9.11 - Separation Allowances

- (a) Where an employee resigns within one **month (30 days)** after receiving notice of layoff pursuant to article 9.08 (a) (ii) 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 (\$3000)** dollars.
- (b) Where an employee resigns later than one **(1) month after** receiving notice pursuant to Article 9.08 (a) (ii) that his or her position **will** be eliminated, he or she shall be entitled to a separation allowance of four **(4)** weeks salary, 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 one thousand two hundred and **fifty (\$1250)** dollars.

ARTICLE 9.12 - Contracting **In**

Further to Article 9.08 the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to **expiry** and/or open for renegotiation within six **(6)** months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 9.13 - Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08 (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under **HOOPP** within the **classification(s)** in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the **classification(s)** who would otherwise receive notice of layoff under article 9.08.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of **26** weeks salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to **\$1000** for each year less than age **65** to a maximum of **\$5000** upon retirement.

ARTICLE 9.14 -Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the assignment.

Where an employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

ARTICLE 9.15 -Promotion to a Higher Classification

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

ARTICLE 9.16

An employee who successfully posts into a lower paying classification within the bargaining unit shall be placed at the same step in the new salary range with no adjustment to her service review date.

ARTICLE 9.17

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out a layoff of any employees occurs. Contracting to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

ARTICLE X

Hours of Work

ARTICLE 10.01

The following clause is applicable to full-time employees only

- (a) The working day for all full-time employees shall consist of seven and one half (7 ½) hours per day, not including the meal period. The working day for a twelve (12) hour tour shall consist of 11.25 hours per day not including the meal period.
- (b) Employees will be allowed one fifteen (15) minute rest period from the time an employee leaves his work station until the time he returns to his work station, in each half of a full shift, at a time to be determined by the Supervisor.
- (c) When an employee performs authorized overtime work of at least three and three quarter (3 3/4) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.
- (d) For twelve (12) hour tour the rest and meal period shall consist of 12 hrs = 11.25 hour working day including a total of .75 h. paid rest period and a total of .75hr unpaid meal period.

ARTICLE 10.02

The following clause is applicable to part-time employees only

- (a) The regular hours of work for all employees shall not regularly exceed twenty-four (24) hours per week, except in cases of emergency.
- (b) Employees will be allowed one fifteen (15) minute rest period from the time an employee leaves his work station until the time he returns, for each three and three-quarter (3 3/4) hours worked, at a time to be determined by the supervisor
- (c) Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received two (2) hours prior notice not to report for work.

This shall not apply to part-time employees working less than seven and one half (7 ½) hours per day. Such employees shall receive a pro-rated reporting pay.

ARTICLE 10.03

For employees working shifts, the basic time rotation will not be changed except by mutual agreement of the Association and the Hospital.

ARTICLE 10.04

When members request a permanent posting, to either evening or night tour of duty, the Hospital at its discretion may effect the change within a reasonable period of time.

ARTICLE 10.05

- (a) Overtime pay at the rate of one and one half (1½) times the employee's regular rate of pay, exclusive of shift premium, will be paid for any authorized time worked in excess of seven and one half (7½) hours in any one day. However, no overtime will be given in tie or money for time spent beyond regular working hours for educational purposes. No overtime is to be worked unless authorised by the Department Head.
- (b) It is agreed that there shall be no pyramiding of overtime pay nor of any premium pay. The maximum pay an employee may receive is two and one half (2½) times his basic straight time pay.

ARTICLE 10.06

The following clause is applicable to part-time employees only

Time schedules will cover a four (4) week period and will be posted two (2) weeks in advance.

ARTICLE 10.07

The following clause is applicable to full-time employees only

Time schedules will cover a four (4) week period and will be posted two (2) weeks in advance

AU time worked on a scheduled day off will be paid at the rate of one and one half (1½) times the regular rate of pay, exclusive of shift premium, for every hour worked, or one and one half (1½) hours off for every hour worked. The decision whether time will be taken or paid must be made by the employee before the end of the pay period in which the overtime was worked. If the employee fails to notify the Hospital of his preference, overtime payment will be made. The Hospital shall attempt to schedule time off at a period mutually convenient to the Hospital and the employee, but in any case, time must be taken within a period of six (6) months of the pay period in which the overtime was worked failing which the employee will be paid for the overtime earned. No overtime is to be worked unless authorized by the Department Head,

ARTICLE 10.08

An employee who is called back to perform emergency work outside of and not continuous with his regular scheduled hours shall be paid a minimum of four (4) hours at his regular rate of pay. If subsequently called back to work during the minimum period then **only** the first minimum guaranteed period shall apply. A transportation allowance shall be paid equivalent to one (1) hours pay at straight time rate for the second and each subsequent call back during the minimum guaranteed period.

ARTICLE 10.09

Employees shall be paid a **shift** premium of forty-five cents (.45) per hour for each hour worked where the majority of hours worked in a **shift** fall between 1500 hours and 0700 hours of the next day.

Employees shall receive an additional weekend premium of forty-five cents (\$.45) per hour. Weekend premium shall be payable in respect of all regularly scheduled hours worked from 2300 hours Friday until 2300 hours Sunday.

ARTICLE 10.10

Pay at the rate of one and one half (1½) times regular pay will be paid to employees for a second tour of duty as follows:

- (a) For eight (8) hour tours, when an employee is required to report for duty less than 16 hours between regular **shifts** (excluding overtime worked between said shifts).
- (b) For twelve (12) hour tours, when an employee is required to report for duty less than 12 hours between regular **shifts** (excluding overtime worked between said **shifts**).

It is understood that such payment shall not apply where:

- (i) such second **shift** is scheduled for an employee to satisfy specific **shifts** off requested by the employee;
- (ii) the employee has requested to work the second shift;
- (iii) such second **shift** is scheduled as the result of an exchange of **shift** with another employee in accordance with Article 10.11.

ARTICLE 10.11

Exchange of **shifts** or days between two consenting employees working in the same unit may be granted by the Hospital if a "Request Form" stating dates, **shifts** involved, and signed by both individuals is submitted in advance to the Department Head for approval. It is understood that such exchange does not involve over-time payment as applied elsewhere in this Contract.

ARTICLE 10.12

A shift that begins or ends during the twenty-four (24) hour period of a day (as defined as the period from 0001 to 2400 hours), where the major portion of time worked falls within 0001 hours of the day and 2400 hours of the day, shall be deemed to be work performed on the day for the full period of the shift

ARTICLE 10.13

The Hospital will provide at least four (4) weekends off in eight (8). If an employee works his/her scheduled weekend off he/she will be paid one and one half (1½) times the basic rate for the hours worked, save and except where:

- (i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend duty; or
- (iii) such weekend is worked as a result of an exchange of **shift** with another employee.

ARTICLE 10.14

The Hospital shall endeavour to schedule an employee off for a minimum of three (3) consecutive days at Christmas or New Year's, unless the employee does not so wish. For purposes of this schedule, Christmas will be defined as December 24, 25, and 26; New Years as December 31 and January 1. The normal scheduling provisions shall be waived between December 15th and January 15th to accommodate this special arrangement. Time off for Christmas and New Year's shall be posted by November 25th.

ARTICLE 10.15

- (a) The following clause is applicable to full-time employees only (working 7 ½ hour tours)

An employee will not be scheduled to work more than seven (7) consecutive days without their consent. Four (4) days off will be scheduled for each fourteen (14) days. In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split.

If an employee is required to work on an eighth (8th) consecutive day, she will be paid time and one-half (1½) for all hours worked unless the employee has requested to work.

- (b) The following clause is applicable to MI-time employees only working 12 hour tours.

An employee will not be scheduled to work more than three (3) consecutive 12 hours tours, without their consent.

If an employee is required to work on a fourth (4th) consecutive tour, she will be paid time and one-half (1½) for all hours worked on the fourth (4th) consecutive tour unless the employee has requested to work. If in developing the master rotation, it is impossible to find a schedule to comply with this language, the parties will meet to discuss the issue prior to implementation.

ARTICLE 10.16

- (a) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty. An offered shift less than forty-eight (48) hours, following the worked night shift, shall not be considered a refusal.
- (b) Failure to schedule forty-eight (48) hours off when a tour of duty is changed following night duty will result in the employee being paid at the rate of one and one-half (1½) for the first shift of the new schedule.

ARTICLE 10.17

An employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on the evening or night tour. At least an equal number of weeks on days as on the evening and/or night tours shall be scheduled unless there is mutual agreement to waive the above conditions. An employee will not be required to work days, evenings, or nights in any one week's tour of duty.

ARTICLE 10.18

When required to work a double **shift**, an hour shall be given **off**, either prior to the overtime shift? at straight time or at the end of the **overtime shift** at time and one-half

ARTICLE 10.19

It is understood for those who normally rotate **shifts** that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day **shift**.

ARTICLE 10.20

An employee who works a second consecutive **full** tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of **the** meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, **after** the two (2) hours, receive a ½ hour paid meal period and shall be provided **with** a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal

ARTICLE XI

Paid Holidays

ARTICLE 11.01

(a) For the purpose of this Agreement, the following shall be **recognized** as holidays.

- New Years Day Third Monday in February
- Good Friday Easter Monday
- Victoria Day Dominion Day
- Civic Holiday Labour Day
- Thanksgiving Day Christmas Day
- Boxing Day

(b) The following clause is applicable to full-time employees only

An employee who completes sixty (60) days worked will be entitled to a **twelfth** holiday in the form of a floating holiday. Such floating holiday will be given at a time mutually agreeable to the Hospital and the Employee.

(c) The following clause is applicable to full-time employees only

If a day is designated as the float holiday for an employee and then that employee is required to work on such designated holiday that employee shall receive pay at the rate of time and one half his basic rate.

(d) **If Heritage Day** is proclaimed as a holiday, then the "Third Monday in February holiday shall become the date proclaimed as Heritage Day.

ARTICLE 11.02

The following clause is applicable to full-time employees Only

- 1) In order to qualify for designated holiday pay, an employee must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless his absence is due to sickness and the employee presents a certificate of illness which is acceptable to the Hospital.
- 2) If such holiday occurs while he is on leave of absence, he will not receive pay for that day.
- 3) If a paid holiday is observed during the employee's vacation period or on her regular day off, provided she meets the requirements of Article 11.02 (1), within sixty (60) days after the occurrence of the holiday, she shall receive a day off with pay at her basic straight time rate at a time that is agreeable to the employee and the Hospital

If a lieu day cannot be mutually agreed upon within the sixty (60) day limit, the Hospital may assign such lieu day (after the sixtieth day) at its discretion.
- 4) When an employee is absent on Workers' Compensation and the absence is in excess of 30 days the employee will not qualify for payment of any holiday or holidays that occur during the period of the absence beyond the 30 days.
- 5) An employee paid holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled.
- 6) **If an** employee is continuously absent due to an accident or **illness** which commenced in the thirty (30) calendar days prior to the holiday and including the holiday the employee will qualify for payment **if she/he** presents a bona fide medical **certificate** of illness or disability

ARTICLE 11.03

(a) The following clause is applicable to full-time employees only

A full-time employee who works on a designated holiday shall receive pay at the rate of one and one half times his basic rate for a full shift, and in addition, within sixty (60) days after the occurrence of the holiday, he shall receive a day off with pay at his basic straight time rate. The lieu day shall be taken at a time that is mutually acceptable to the employee and the Hospital.

If a lieu day cannot be mutually agreed upon within the sixty (60) day limit, the Hospital may assign such lieu day (after the sixtieth day) at its discretion.

(b) The following clause is applicable to part-time employees only

A part-time employee who works on a designated holiday shall receive pay at the rate of one-half (1½) times his basic rate for all hours so worked.

ARTICLE 11.04

It is agreed that there shall be no pyramiding of overtime pay nor of any premium pay. The maximum pay any employee may receive is two and one half times his basic straight time pay for work on a paid holiday.

ARTICLE 11.05

The following clause is applicable to full-time employees only

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay, unless excused by the Hospital or unless his absence is due to illness and the employee presents a certificate of illness acceptable to the Hospital.

ARTICLE 11.06

The following clause is applicable to full-time employees only

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

ARTICLE 11.07

The following clause is applicable to full-time employees only

An employee who submits a written request, with the permission of the Hospital, may substitute another working day for the **recognized** holiday but work on the **recognized** holiday in such a case will be paid at straight time only.

ARTICLE 11.08

The following clause is applicable to part-time employees only

Where an employee is required to work **authorized** overtime in excess of seven and one-half (7½) hours on a designated holiday he shall receive two and **one-half** (2½) times his regular **straight** time hourly rate for such **authorized** overtime.

ARTICLE 11.09

In accordance with Article 10.1 l(b), a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within 0001 hours of the holiday and 2400 hours of the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE XII

Vacations

ARTICLE 12.01

The following clause is applicable to full-time employees only

Employees will be entitled to vacation with pay based on the length of continuous service as set out below:

- (a) An employee who has completed less than twelve (12) months of continuous service in the Hospital as of June 30th in any year shall receive vacation with pay calculated as follows:

<u>Number of full months worked prior to June 30</u>	X	10
12		

- (b) Employees who have completed one (1) year or more of continuous service as of June 30th in any year shall receive an annual vacation of two weeks with pay at their regular rate of pay.
- (c) An employee who has completed two (2) years of continuous service as of June 30th in any year, shall receive an annual vacation of three weeks with pay at his regular rate of pay.
- (d) An employee who has completed five (5) years of continuous service as of June 30th in any year, shall receive an annual vacation of four (4) weeks with pay at his regular rate of pay.
- (e) An employee who has completed fifteen (15) years of continuous service as of June 30th in any year, shall receive an annual vacation of five (5) weeks with pay at his regular rate of pay.
- (f) An employee that has completed twenty five (25) years of continuous service as of June 30th in any year, shall receive an annual vacation of six (6) weeks with pay at his regular rate of pay.
- (g) Whenever the expression "continuous service" is used in this Agreement, it shall mean the length of time a full-time employee has been in the employ of the Hospital on a regular full-time basis and subject to the provisions of Article 15.05.
- (h) For purposes of calculating vacation pay and entitlement the pro-rating as referred to in Article 15.05 will be on the following basis.

Subtract the number of calendar days of leave from 365 (366 in a leap year) and then divide the remainder by 365 and multiply by 10 for employees who fall within sub-section (b) of Article 12.01; by 15 for employees who fall within sub-section (c); by 20 for employees who fall within sub-section (d); and by 25 for employees who fall within sub-section (e); and by 30 for employees who fall within sub-section (f).
- (i) When determining the length of continuous service for the purposes of Article 12.01, the length of continuous service will be determined as at the commencement of the leave, if a leave includes the June 30th vacation year end. If the leave covers a portion of the vacation year (July 1st to June 30th) the period of a leave in that vacation year will be subtracted from what otherwise would be the employees length of continuous service for the purpose of ascertaining what level of vacation entitlement the employee will receive.

ARTICLE 12.02

The following clause is applicable to part-time employees only

- (a) All Part-Time employees shall receive vacation pay to be added to the employee's regular bi-weekly pay cheque on the following basis:
- (i) less than 3,450 hours worked - an amount equal to four percent (4%) of gross earnings;
 - (ii) more than 3,450 hours worked - six percent (6%) of gross earnings;
 - (iii) more than 8,625 hours worked - eight percent (8%) of gross earnings;
 - (iv) more than 25,875 hours worked - ten percent (10%) of gross earnings;
 - (v) more than 43,125 hours worked - twelve percent (12%) of gross earnings;
- (b) Effective June 30, furthermore, part-time employees will be entitled to unpaid vacation time off on the basis of hours worked as of June 30th of any year;
- (i) less than 3,450 hours worked - two (2) weeks;
 - (ii) more than 3,450 hours worked - three (3) weeks;
 - (iii) more than 8,625 hours worked - four (4) weeks;
 - (iv) more than 25,875 hours worked - five (5) weeks;
 - (v) more than 43,125 hours worked - six (6) weeks;

ARTICLE 12.03

The following clause is applicable to full-time employees only

An employee who is dismissed from service with the Hospital shall receive vacation pay for the period to which he is entitled in accordance with the provisions of the Employment Standards Act. If an employee leaves the employ of the Hospital without giving two weeks notice of termination to the Department Head, the employee shall be entitled only to vacation pay in accordance with the provisions of the Employment Standards Act, as amended.

ARTICLE 12.04

- (a) Vacation shall, subject to the efficient operation of the Hospital, or unless otherwise mutually agreed upon be scheduled between January 1st and December 31st of each year.
- (b) Employees who for reasons **satisfactory** to their Department Head have been unable to take **all** of their vacation entitlement within the vacation year shall be allowed to carry over the vacation entitlement to March 31 of the succeeding year and shall be taken at a time **mutually** agreed upon by the Department Head and employee. Where the employee and the Department Head are unable to mutually agree upon the scheduling the Department Head shall assign such vacation time off. There shall be no cash-in-lieu of annual vacation.

ARTICLE 12.05

Vacation periods shall be arranged with the employee's department head, consideration being given to the needs of the Department or nursing unit in question. An employee shall submit a written request for their vacation on or before April 1st. Where employees within a department or unit on or before April 1st request the same vacation period(s) and both or **all** of the requests cannot be accommodated by the Hospital, consideration being given to the needs of the department or nursing unit in question, then bargaining unit seniority shall apply.

The approved vacation schedule for vacation requests made prior to April 1st will be posted by May 15th. Requests for vacation made after April 1st will be considered on a first come first served basis.

ARTICLE 12.06

The following clause is applicable to full-time employees only

Upon termination for reasons other than dismissal for cause, an employee shall receive earned vacation pay calculated on a percentage of his regular earnings, that is: 2 weeks entitlement, 4%; 3 weeks entitlement, 6%; 4 weeks entitlement, 8%; and 5 weeks entitlement, 10%; 6 weeks entitlement, 12%.

ARTICLE 12.07

The following clause is applicable to full-time employees only

The Hospital is to credit employees with termination pay based on the total pay (as per the Employment Standards Act), This includes paid sick time, statutory holidays and vacations.

ARTICLE 12.08

The following clause is applicable to full-time employees only

An employee may be given vacation pay prior to going on vacation provided the employee submits a written request to his department head the Thursday before the last input day of the preceding pay period.

ARTICLE 12.09

The following clause is applicable to full-time employees only

Where an employee's scheduled vacation is interrupted due to illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, provided that the employee presents a bona fide medical certificate of illness acceptable to the Hospital which sets forth the nature and duration of the illness

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave, under the above provisions will be re-scheduled on the mutual agreement of the parties providing that the existing schedule is not interfered with.

ARTICLE XIII

Wages

ARTICLE 13.01

Employees shall be paid by direct bank deposit on a bi-weekly basis. Their pay will include all earnings in a given applicable pay period.

ARTICLE 13.02

If it wishes, the Hospital may at its own option recognise recent related experience and hire employees at a rate higher than the minimum rate.

ARTICLE 13.03

All employees, coming **within** the scope of the Bargaining Unit shall be paid wages according to Schedule "A" **which** is attached hereto and forms a part of this Agreement.

ARTICLE 13.04

In consideration of Article 2.01 of this Agreement, when a new **classification** is established by the Hospital, the Hospital **shall** determine the rate of pay for such new **classification** and notify the Association of the same within ten (10) days. **If the** Association 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. Any change *mutually* agreed to resulting **from** such meeting shall be retroactive to the date that notice **of the** new rate was given by the Hospital. **If the** parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within ten (10) days of such meeting.

ARTICLE XIV

Bulletin Boards

ARTICLE 14.01

Bulletin boards designated as "Association Bulletin Boards" shall be provided by the Hospital in, or adjacent to the (1) Maintenance Section, (2) Dietary Locker area, (3) Male Nursing Staff Locker Room, (4) Female Locker Room, (5) Sydenham 5 Unit. The job postings will be posted on the Maintenance, Cafeteria, Coffee Shop, and Sydenham 5 Unit **bulletin** boards. A bulletin board will be located at off-site locations for the purpose of Hospital communications, including union business. The association **shall** have the right to post notices of meetings and social functions on all its bulletin boards. All other correspondence, etc., however, shall be initialled by the Administrator or his designate prior to the actual posting.

ARTICLE 14.02 - Labour Management Committee

- (a) There shall be established a Labour Management Committee consisting of three (3) members from the Association and three (3) members for the Hospital. The Chairman shall be the Hospital Administrator or his delegate.

- (b) The Committee shall meet once each month at the call of either party, or special meetings may be called by the mutual agreement of both parties. A representative of each of the parties shall notify a representative of the other in writing within **seventy-two (72) hours** (exclusive of Saturdays, Sundays and Holidays), of the **meeting** indicating the items it wishes to discuss.
- (c) The purpose of the Committee shall be to exchange views on matters **which** may tend to promote improvement in the **function** of the Hospital and the welfare of its employees.
- (d) **This Committee shall not deal with grievances nor in any way, supplant the "Grievance" section of this Agreement.**
- (e) When, in the opinion of the Hospital, such meetings can be held during normal working hours, employees attending such **meetings** shall suffer no loss of pay.
- (f) The Hospital will continue its present policy of making provisions for the safety and protection of the health of the employees during the hours of their employment. The Hospital will continue to welcome suggestions from employees and/or Association regarding safety measures.

ARTICLE XV

Leave of Absence

ARTICLE 15.01

- (a) The Hospital may, at its discretion, grant leaves of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence and permission shall be in writing.
- (b) While on leave of absence, an employee must call his department head or his designate by 1400 hours each day to indicate if they will be returning to work, unless the department head or his designate has a clear indication of the employee's expected return date.
- (c) Before returning to work, an employee will notify his department head, or his designate of his intended **return**, at least before 1400 hours of the day **shift** prior to his return to work. Such **notification** must be made **during** the normal working hours of the department head

ARTICLE 15.02

(a) Leaves of absence without pay and without loss of seniority may be granted subject to staging requirements of the Hospital, upon written request to the Hospital, to full-time or part-time employees who are selected or appointed to represent the Association for Association business. Not more than three (3) employees and not more than one (1) from any nursing unit (excluding the Chief Steward) will be granted leave for any one period of time. All of such leave shall not exceed a total of thirty (30) working days for all employees in any one year except as outlined below. For stewards training purposes only, there may be six (6) employees off without pay and without loss of seniority at any one time but not more than one (1) from any nursing unit. All of such leave shall not exceed a total of eighteen (18) working days for all stewards in any one (1) calendar year.

(b) Pre-paid Leave Plan

Effective November 18th 1990, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (1) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the INCOME TAX REGULATIONS, Section 6801, to enable them to take one (1) year leave of absence following the four (4) years of salary deferral.
- (2) The employee must make written application to the Department Head at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (3) The number of employees that may be absent at any one time shall be determined by local negotiation. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the Employee, and the Hospital,
- (4) Written applications will be reviewed by the Department Head or her designate, Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (5) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.

- (6) The manner in which the deferred salary is held **shall** be at discretion of the Hospital
- (7) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (8) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits **will** be retained but will not accumulate during the period of leave. The employee shall become responsible for the **full** payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- (9) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Department Head. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (10) **If** the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (11) **The** Hospital **will** endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to **find** a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing **from** the Plan and having the deferred salary, plus accrued interest, if any, paid to her **within** a reasonable period of time.
- (12) **The** employee will be reinstated to her former position unless the position has been discontinued, in which case she **shall** be given a comparable job.
- (13) **Final** approval for entry into the **pre-paid** leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorise the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
- (a) A statement that the employee is entering the **pre-paid** leave program in accordance with Article 15.02(b) of the Collective Agreement.
 - (b) The period of salary deferral and the period for which the leave is requested
 - (c) The manner in which the deferred salary is to be held.

The letter of application **from** the employee to the Hospital to enter the **pre-paid** leave program will be appended to and form **part** of the written agreement.

ARTICLE 15.03 - Pregnancy Leave

- (a) Pregnancy leave **will** be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirements for **eligibility** for maternity leave shall be thirteen (13) weeks of continuous service since her last date of hire.
- (c) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she **shall** also **furnish** the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
- (d) The employee shall **reconfirm** her intention to return to work on the date originally approved in subsection(c) above by written notification received by the Hospital at least two (2) weeks in advance thereof
- (e) Effective on **confirmation** by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the **Unemployment Insurance Act**, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the **difference** between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

The employee's normal 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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the **first** two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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 the plan.

The following clause is applicable to full-time employees only

- (f) Credit for seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

The following clauses are applicable to part-time employees only

- (g) Credit for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (h) The Hospital will continue to pay the percentage in lieu of benefits and its share of the contributions for pension, in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (i) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department and at the same rate of pay.

ARTICLE 15.04 - Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and 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.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (d) An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while wanting to receive Unemployment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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 the plan

The following clauses are applicable to full-time employees only

- (e) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (f) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

The following clauses (g) and (h) are applicable to part-time employees only

- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan

- (h) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (i) Subject to any changes to the employee's status **which** would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same **shift** in the same department, and at the same rate of pay.

The following article is applicable to full-time employees only

ARTICLE 15.05

- (a) If an employee's absence without pay **from** the Hospital exceeds thirty (30) continuous calendar days, credit for **service** for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's service review date adjusted accordingly.
- (b) In the case of **unpaid** approved absences in excess of thirty (30) days, an employee may arrange with the Hospital to prepay the full premium of the subsidised employee benefits for the entire period of the leave to ensure coverage.
- (c) The provisions of (a) and (b) above will apply when an employee is absent on Workers' Compensation for a period in excess of twelve (12) continuous calendar months or the seniority of the employee if such standing is less than twelve (12) calendar months at the time of commencement of absence due to accident.

ARTICLE 15.06

If required by the Hospital, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade **his/her** employment qualifications.

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

Subject to operational requirements, the Hospital will make every reasonable effort to grant request for necessary changes to an employee's schedule to enable attendance at a recognised upgrading course or seminar related to employment with the Hospital.

ARTICLE XVI

Health and Welfare Benefits

ARTICLE 16.01

The following clause is applicable to part-time employees only

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

The following Articles 16.02, 16.03, 16.04, 16.05, 16.06 and 16.07 are applicable to full-time employees only

ARTICLE 16.02

The Hospital agrees to contribute one hundred percent (100%) of the cost of Group Life Insurance Premiums.

ARTICLE 16.03

All employees will join the Hospitals of Ontario Pension Plan and the Group Life Insurance Plan in accordance with the terms and provisions of those plans.

ARTICLE 16.04 -Dental Plan

Eligible employees electing to participate in the group dental plan identified as Blue Cross Dental Plan No. 9 based on the current ODA rates shall be covered thereby on the basis of a contribution towards the monthly premium of seventy-five (75) percent of the monthly premium rate payable by the Hospital and the balance being payable by the eligible employee concerned through payroll deduction. New employees shall be eligible for coverage following the completion of their probationary period and on the basis of the eligibility conditions and the waiting period set out in the dental plan concerned.

ARTICLE 16.05 - Extended Health Care (EHC)

Subject to the carrier's enrolment requirements and to the terms and conditions of the plan the Hospital agrees to contribute on behalf of each eligible employee in the active employ of the Hospital seventy-five (75) percent of the billed premium for an Extended Health Care Plan \$15.00 (single) and \$25.00 (family) deductible (Blue Cross or equivalent). The balance of the premium paid by the employee through payroll deduction.

Effective January 1, 1991, Extended Health Care coverage will include vision care to a maximum of \$90.00 every 24 months as well as a hearing aid allowance of a lifetime maximum of \$500.00 per individual.

ARTICLE 16.06 - Semi-Private

Subject to the carrier's enrolment requirements and to the terms and conditions of the plan, the Hospital agrees to contribute on behalf of each eligible full-time employee in the active employ of the Hospital, one hundred (100) percent of the billed premium for Blue Cross Semi-Private coverage.

ARTICLE 16.07

Full-time employees age fifty (50) or greater with a minimum twenty (20) years service, who are terminated due to sickness or accident, shall upon request to the Hospital be entitled to continue full participation in the Extended Health, Dental, and Semi-private plans that the employee was enrolled in prior to the termination. Such employee shall continue to pay their applicable share in these benefits.

ARTICLE XVII**Bereavement Leave and Jury Duty****ARTICLE 17.01**

In the event of a death in the immediate family of an employee covered by the Agreement, the Hospital agrees to grant time off and to make up the employee's regular pay (computed at the employee's straight time rate and excluding shift or other premiums). The number of days for which the employee will be paid will be limited to a maximum of three (3). The days for which the employee will be paid will be limited to those days for which the employee was scheduled to work. The calculation of the number of scheduled working days for which an employee will be paid will be from the day following the death of the member of the immediate family and up to and including the day of the funeral. The said paid time off is in order that the employee attend the funeral. Immediate family shall mean parent, brother, sister, spouse, common-law spouse, partner of the same sex, son, daughter, son-in-law, daughter-in-law, mother-in-law,

father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or a relative permanently residing in the employee's household or with whom the employee permanently resides, and time off without pay to attend the funeral of other close relatives.

When an employee is notified at work of a death in his immediate family he shall receive full pay for that day. The following day shall be considered to be the first day of bereavement leave.

When a memorial service is to be held for a member of the immediate family, an employee may use one of the three days in the above article in order to attend the service. The employee must inform their immediate supervisor at the time of death.

ARTICLE 17.02

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

- (i) notifies the Hospital immediately on the employee's notification that he will be required to attend the court;
- (ii) presents proof of service requiring the employee's attendance;
- (iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt thereof

ARTICLE XVIII

Sick Leave and Long-Term Disability

Articles 18.01 to 18.06 are applicable to full-time employees only

ARTICLE 18.01

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan as described in the current Hospitals of Ontario Disability Income Plan brochure,

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP) effective the first billing date following ratification. The employee will pay the balance of the billed premium through payroll deduction, For the purpose of transfer to the short-term portion of the disability programme,

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 programme, employees will be credited with their actual service

ARTICLE 18.02

Effective the first of the month following transfer, the current sick leave plan shall be terminated and shall be null and void except for the provisions of Article 18.06, 18.07, 18.08, 18.09, 18.10.

ARTICLE 18.03

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer to the plan set out in Article 18.01. The "sick leave bank shall be **utilized** to:

- (a) supplement payment for sick **leave** days under the new plan **which** would otherwise be at less than **full** wages.

ARTICLE 18.04

Where, as of the effective date of transfer, an employee does not have the required service to qualify for payment as provided for in the current 18.05 her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance **with** the foregoing and shall be entitled to **the** same cash out provisions as set out in the current 18.05 providing she subsequently achieves the necessary service.

ARTICLE 18.05

On termination of employment, with over ten years service subsequent to January, 1966 and provided **two** weeks notice of his intention to resign is given in writing, an employee shall receive fifty percent (50%) of **his** accumulated sick credits, in cash, such payment not to exceed a maximum of forty-five (45) days. Termination payment of sick time in this Article shall not apply to sick credits accrued prior to January, 1966.

All employee's retiring at age sixty-five with **over** 10 years of service from date of employment shall receive **fifty** percent (50%) of his accumulated sick credits, in cash, such payment not to exceed a maximum of forty-five days. This will apply only to sick credits accrued **after** January, 1966.

ARTICLE 18.06

- (a) Where an employee's absence for sickness or accident is compensable by the Workplace Safety and Insurance Board (**WSIB**), he shall receive the **difference** between his regular pay and the Board's award, **if unused** sick credits are available.
- (b) An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim **from WSIB** for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive **from Worker's Compensation** if the employee's claim was approved, or the benefit to which the employee would be entitled under the short-term sick portion of the disability income plan (**HOODIP** or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination **of the claim** by the **WSIB**. **If the claim for Worker's Compensation** is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 18.07

Full time employees claiming sick pay benefits **and** Part time employees will observe the following procedure:

- (a) Employees taking ill or suffering **an** accident during working hours will notify their department head, or a person designated by the department head, and the Health Services before the employee leaves his duties.
- (b) Where the illness or accident takes place at times other **than** the employee's normal working hours, the employee will notify his department head, or person designated by the department head as soon as possible, and in any case, not later **than** the time at which, the employee would normally be required to report for duty.
- (c) **While** on sick leave an employee must call his department head or his designate by 1400 hours each day to indicate **if they** will be returning to work, unless the department head or his designate has a clear indication of the employee's expected return date.
- (d) Before returning to work, an employee will notify his department head, or his designate, of his intended return, at least before 1400 hours of the day prior to his return to work. Such notification must be made during the normal working hours of the department head. In any event, all employees must report to Health Service upon returning to work.

ARTICLE 18.08

The following clause is applicable to full-time employees only

There shall be no loss in pay under the short term component of the HOODIP Plan for the fourth and subsequent periods of illness.

ARTICLE 18.09

The Hospital may, if an employee is absent for three consecutive days or more, request that he submit a medical certificate to the Hospital.

ARTICLE 18.10

An employee who is under the care of a medical practitioner and who is undergoing treatment for alcohol or drug addiction will for the purpose of this article be considered on sick leave when absent for the purpose of participating in a treatment programme. The employee must provide the Hospital with a bona-fide certificate of attendance for each occasion when absent.

ARTICLE 18.11

The following clause is applicable to full-time employees only

- (a) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is 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.

Payment of the early-retired employees share towards the billed premium of the insured benefit plans shall be arranged between the employee and the Hospital, or if possible deducted from his or her monthly pension cheque.

ARTICLE XIX

Miscellaneous**ARTICLE 19.01**

An employee may have reasonable access to her complete file for the purpose of reviewing their contents. Appointments shall be made in advance through the Vice-President; Human Resources. All employees have the right to request and obtain copies of any evaluations conducted by this Hospital and any disciplinary letters of reprimand, suspensions, or record of other disciplinary action in this file.

ARTICLE 19.02

Any disciplinary letter of reprimand, suspension or record of other disciplinary action will be removed from the file of an employee eighteen (18) months following the receipt of such letter or following the disciplinary action being taken provided that the employee's record has been discipline free for eighteen (18) months.

ARTICLE 19.03 - Technological Change - Training Benefits

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 effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employees age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one or more years of continuous service who are subject to lay-off due to technological change 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.

ARTICLE 19.04 -Work of the Bargaining Unit

Supervisors and persons above the rank of supervisor who are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall **directly** cause or result in the layoff of employees in the bargaining unit.

ARTICLE 19.05

AU new and amended job descriptions shall be provided to the Association

ARTICLE 19.06The following article is applicable to full-time employees only

Effective January 1, 1989, and on that date for each subsequent calendar year, the Hospital will provide \$35.00 per calendar year to each **full-time** employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the **following** functions to wear appropriate safety footwear;

- 1) Maintenance
- 2) Grounds
- 3) Janitor (as determined by the Hospital)
- 4) Stores (only where frequently working in storage areas)
- 5) **Portering** (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts, food wagons.
- 6) all other categories as determined by the Hospital

ARTICLE 19.07 -JOB SHARING

1. Job sharing requests with regard to full time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full time position. The employee requesting the job sharing position **shall** be the one to determine the percentage of work per week to be shared. The remaining hours **of the** job sharing **will** be posted and selection will be made on the criteria set out in the Collective Agreement.
3. The above schedules shall conform with the scheduling provisions of the full time Collective Agreement.

4. Each job sharer may exchange **shifts** with her partner, as **well** as with other employees as provided by the Collective Agreement.
5. The job sharers involved **will** have the right to determine which partner works on scheduled paid holidays and job sharers **shall** only be required to work the number of paid holidays that a **full** time employee would be required to work.
6. There **shall** be an initial trial period of six months, with a meeting between the parties **two** weeks prior to the end of the six months to discuss continuation.
7. Coverage:
 - (a) It is expected that both job sharers **will** cover each other's incidental illness, as required. **If**, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be **notified** to book coverage, **if required**. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - (b) Vacation, maternity leave, and other leaves: In the event that one member of the job sharing arrangement goes on any **of the** above leaves of absences, the coverage **will** be negotiated with the Unit Supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence, as much as possible.

Implementation:

8. Where the job sharing arrangement arises out of the **filling** of a vacant **full** time position, both job sharing positions **will** be posted and selection **will** be based on the criteria set out in the Collective Agreement.
9. Any incumbent **full** time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position **will** be posted and selection **will** be made on **the** criteria set out in the **Collective** Agreement.
10. If one of the job sharers leaves the arrangement her position **will** be posted, **If there** is no successful applicant to the position, the shared position must revert to a **full** time position. The remaining employee **will** have the option of continuing the **full** time position or reverting to a part time position for which she is **qualified**. If she does not continue **full** time the position **will** be posted in accordance with the **full** time **Collective** Agreement.

Discontinuation:

- 11. Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

The job sharing employees will be implemented on the 'Call-In' schedule if they so desire according to the Call-In guidelines.

ARTICLE XX

Termination and Amendment

This Agreement shall continue in effect until 28th day of September 2000, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend, renew or terminate the Agreement.

ARTICLE 20.02

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

In Witness Whereof, the parties have agreed by the hands of their proper officers in that behalf,

DATED at Kingston, Ontario this 15 day of July, 1999

FOR THE HOSPITAL

FOR THE ASSOCIATION

Sharon Peasley

Margaret McNeil

Sandra Carlton

Robert R. Williams

R. Williams

B. Williams

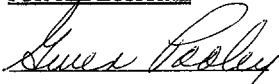
LETTER OF UNDERSTANDING

PART-TIME (CALL-IN)

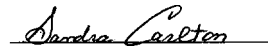
The Hospital agrees that part-time employees will be contacted re available shifts on the basis of seniority in accordance with past practice. It shall be the employee's responsibility to provide the appropriate office with their current telephone number. Notwithstanding the above, the part-time employees **will** be canvassed on or about February 15th of each year regarding availability for extra work during the summer vacation period, using a memo included in each pay cheque. Part-time employees are to indicate their availability to work extra **shifts** in the summer in blocks of one (1) week, with a minimum block of two (2) weeks for vacation relief. The memo must be returned to the **office** indicated no later than March 15th of each year.

It is agreed that where a part-time employee is scheduled for extra work during the summer vacation period, the part-time employee **shall** retain **his/her** part-time status, regardless of whether the part-time employee is scheduled during the summer vacation for more than twenty-four (24) hours per week.

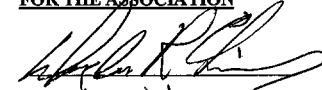
FOR THE HOSPITAL

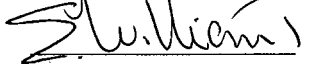


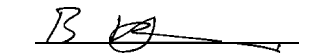




FOR THE ASSOCIATION







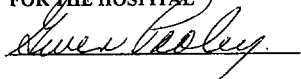
LETTER OF UNDERSTANDING
BETWEEN
ST. MARY'S OF THE LAKE HOSPITAL
AND THE
EMPLOYEES' ASSOCIATION

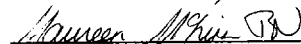
The parties **agree** that when a position has been eliminated and there exists a permanent vacancy within the same **classification** and status, the employee who occupies the position being eliminated shall be **re-assigned** by the Hospital to the said vacancy. Employees shall be **re-assigned** on the basis of seniority.

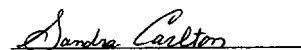
This agreement is made on a without prejudice basis.

Dated February 4, 1999.

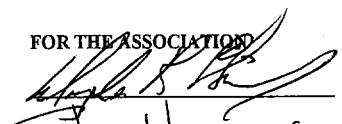
FOR THE HOSPITAL







FOR THE ASSOCIATION







LETTER OF UNDERSTANDING

WITHOUT PREJUDICE

The parties agree that in determining whether an employee is regularly scheduled to work for less than twenty-four (24) hours per week, only the hours that the employee was actually scheduled to work on the time schedules referred to in Article 10.06 shall be counted.

Where the employee works shifts that became available after the posting of the schedules as a result of illness, accident, etc., the hours of those shifts shall not be counted as "scheduled hours" of work. The working of such shifts shall not result in a reclassification of the employee to full-time status.

FOR THE HOSPITAL

Steve Pooley

Margaret White (R)

Sandra Carlton

FOR THE ASSOCIATION

[Signature]

E. Williams

B [Signature]

Without Prejudice.

LETTER of UNDERSTANDING

between

ST MARY'S OF THE LAKE HOSPITAL

&

THE EMPLOYEES ASSOCIATION

The parties hereby agree to the following:

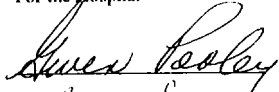
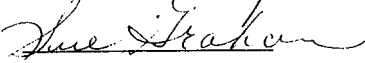
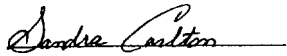
- current employees who apply for **clerical/secretarial** positions and **achieve within 10%** of the **minimum requirements** of any testing required, will continue on to the interview stage.

- **If, after** the interview, the person is the **successful** candidate, that person will be retested before the end of the probationary period .

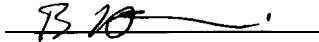
- **If still not successful after** the second testing, the department head will **make a decision** as to whether the skill in question is a major component of the job, and **if the person is** performing well in all other areas. If yes, the person will be awarded the permanent position.

Signed **this 24th** day of November , **1997**

For the Hospital

For the Association



EMPLOYEES ASSOCIATION		WAGE		SCHEDULE	
CLASSIFICATION	Effective Date	START	AFTER	AFTER	AFTER
		FT	6 MON.	12MON.	18MON.
		PT	862.5	1725	2587.5
Porter, Diet. Aide, Hskpg. Aide	Sept.29/92	13.601	13.756	13.893	14.058
	Apr.1/97	13.737	13.894	14.032	14.199
	Apr.1/98	13.874	14.032	14.172	14.341
	Apr.1/99	14.013	14.173	14.314	14.484
	Sept.1/99	14.153	14.315	14.457	14.629
	Apr. 1/00	14.295	14.458	14.602	14.775
Clerk Typist 2 Dietary	Sept.29/92	13.601	13.772	13.950	14.138
	Apr.1/97	13.737	13.910	14.090	14.279
	Apr.1/98	13.874	14.049	14.230	14.422
	Apr.1/99	14.013	14.189	14.373	14.566
	Sept.1/99	14.153	14.331	14.516	14.712
	Apr. 1/00	14.295	14.475	14.662	14.859
Stores Clerk	Sept.29/92	13.738	13.878	14.025	14.187
	Apr.1/97	13.875	14.017	14.165	14.329
	Apr.1/98	14.014	14.157	14.307	14.472
	Apr.1/99	14.154	14.299	14.450	14.617
	Sept.1/99	14.296	14.442	14.594	14.763
	Apr. 1/00	14.439	14.586	14.740	14.911
Cook's Helper, Pastry Cook	Sept.29/92	13.853	14.007	14.162	14.318
	Apr.1/97	13.992	14.147	14.304	14.461
Janitor, Ward Aide, Switchbd	Apr.1/98	14.131	14.289	14.447	14.606
Operator, Pt. Reg. Clerk,	Apr.1/99	14.273	14.431	14.591	14.752
Health Records Clerk	Sept.1/99	14.415	14.576	14.737	14.899
RGP Clerk	Apr. 1/00	14.560	14.721	14.884	15.048
Gr. Leader Hskp., Ward Clerk, Secretary, O.T., P.T., Speech	Sept.29/92	14.162	14.316	14.471	14.627
	Apr.1/97	14.304	14.459	14.616	14.773
	Apr.1/98	14.447	14.604	14.762	14.921
	Apr.1/99	14.591	14.750	14.909	15.070
	Sept.1/99	14.737	14.897	15.059	15.221
	Apr. 1/00	14.884	15.046	15.209	15.373
O. T. Aide Therapeutic Rec. Aide	Sept.29/92	14.191	14.333	14.469	14.629
	Apr.1/97	14.333	14.476	14.614	14.775
	Apr.1/98	14.476	14.621	14.760	14.923
	Apr.1/99	14.621	14.767	14.907	15.072
	Sept.1/99	14.767	14.915	15.056	15.223
Apr. 1/00	14.915	15.064	15.207	15.375	

Storekeeper	Sept.29/92	14.163	14.333	14.505	14.701
	Apr.1/97	14.305	14.476	14.650	14.848
	Apr.1/98	14.448	14.621	14.797	14.996
	Apr.1/99	14.592	14.767	14.945	15.146
	Sept.1/99	14.738	14.915	15.094	15.298
	Apr. 1/00	14.885	15.064	15.245	15.451
Cook, Adjuvant, HCA, Library Tech., Purch. Clk, Physio Aide, Day Hosp. Aide, Acct. Clk	Sept.29/92	14.326	14.466	14.619	14.791
	Apr.1/97	14.469	14.611	14.765	14.939
	Apr.1/98	14.614	14.757	14.913	15.088
	Apr.1/99	14.760	14.904	15.062	15.239
	Sept.1/99	14.908	15.053	15.213	15.392
	Apr. 1/00	15.057	15.204	15.365	15.545
Inventory Control Co-Ord.	Sept.29/92	14.521	14.691	14.863	15.057
	Apr.1/97	14.666	14.838	15.012	15.208
	Apr.1/98	14.813	14.986	15.162	15.360
	Apr.1/99	14.961	15.136	15.313	15.513
	Sept.1/99	15.111	15.288	15.466	15.668
	Apr. 1/00	15.262	15.440	15.621	15.825
Pt. Record Dictatypist	Apr.1/93	14.762	14.816	14.971	15.127
	Apr.1/97	14.910	14.964	15.121	15.278
	Apr.1/98	15.059	15.114	15.272	15.431
	Apr.1/99	15.209	15.265	15.425	15.585
	Sept.1/99	15.361	15.418	15.579	15.741
	Apr. 1/00	15.515	15.572	15.735	15.899
Physiotherapy Assistant	Jan. 18/99	15.564	15.716	15.882	16.069
	Apr. 1/99	15.720	15.873	16.041	16.230
	Sept. 1/99	15.877	16.032	16.201	16.392
	Apr. 1/00	16.036	16.192	16.363	16.556
Maintenance 1	Sept.29/92	14.782	14.929	15.069	15.223
	Apr.1/97	14.930	15.078	15.220	15.375
	Apr.1/98	15.079	15.229	15.372	15.529
	Apr.1/99	15.230	15.381	15.526	15.684
	Sept.1/99	15.382	15.535	15.681	15.841
	Apr. 1/00	15.536	15.691	15.838	16.000
O.T. Tech, P.T. Tech., Pharmacy Tech., O. T. Assistant	Sept.29/92	15.143	15.272	15.418	15.575
	Apr.1/97	15.294	15.425	15.572	15.731
	Apr.1/98	15.447	15.579	15.728	15.888
	Apr.1/99	15.602	15.735	15.885	16.047
	Sept.1/99	15.758	15.892	16.044	16.207
	Apr. 1/00	15.915	16.051	16.204	16.369

Maintenance 11	Sept.29/92	15.207	15.370	15.525	15.665
	Apr.1/97	15.359	15.524	15.680	15.822
	Apr.1/98	15.513	15.679	15.837	15.980
	Apr.1/99	15.668	15.836	15.995	16.140
	Sept.1/99	15.824	15.994	16.155	16.301
	Apr. 1/00	15.983	16.154	16.317	16.464
Health Record Tech.	Sept.29/92	14.839	15.392	15.939	16.492
	Apr.1/97	14.987	15.546	16.098	16.657
	Apr.1/98	15.137	15.701	16.259	16.823
	Apr.1/99	15.289	15.858	16.422	16.992
	Sept.1/99	15.442	16.017	16.586	17.162
	Apr. 1/00	15.596	16.177	16.752	17.333
R.P.N., Med. Sec., Data	Sept.29/92	17.392	17.539	17.684	17.841
Systems Oper., Plumber,	Apr.1/97	17.566	17.714	17.861	18.019
Carpenter, Electrician	Apr.1/98	17.742	17.892	18.039	18.200
	Apr.1/99	17.919	18.070	18.220	18.382
	Sept.1/99	18.098	18.251	18.402	18.565
	Apr. 1/00	18.279	18.434	18.586	18.751