

SOURCE	UNION		
EFF.	02	06	84
TERM.	15	11	85
No. OF EMPLOYEES	15		
NOMBRE D'EMPLOYES	15		

PART-TIME

COLLECTIVE AGREEMENT

between

KIRKLAND AND DISTRICT HOSPITAL

AND

SERVICE EMPLOYEES UNION

LOCAL 478

A.F. of L., C.I.O., C.L.C.

EXPIRY: November 15, 1985

AGREEMENT

BETWEEN:

Kirkland and District Hospital  
(Hereinafter referred to as the Employer)

OF THE FIRST PART

and

Service Employees Union Local 478  
A.F. of L., C.I.O., C.L.C.

(Hereinafter referred to as the Union)

OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board did on the **26th** day of September, **1978**, certify the Union as bargaining agent for certain employees of the Hospital;

AND WHEREAS the parties hereto have agreed to enter into a collective bargaining agreement upon the terms **hereinafter** set forth:

NOW THEREFORE THIS AGREEMENT **WITNESSETH:**

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ARTICLE 1 - GENERAL PURPOSE

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 **dispositin** of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of the agreement.

ARTICLE 2 - DEFINITION

2.01 **A Regular** Part-Time employee is an employee who makes a commitment to be available for work on some predetermined basis and in respect of whom there is a predetermined schedule.

2.02 A Casual Part-Time employee is defined as an employee who is not prescheduled but is available to work any shift.

2.03 Definition of Straight Time Rate of Pay

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

ARTICLE 3 - RECOGNITION

3.01 The Employer **recognizes** the Union as the exclusive bargaining agent for all employees of the Kirkland and District Hospital at Kirkland Lake, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and undergraduate nurses, graduate and student dietitians, graduate and undergraduate pharmacists, technical personnel, office and clerical staff and persons covered by subsisting collective agreements.

ARTICLE 4 - RELATIONSHIPS

There shall be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union by the Union, the Employer or any employee within the bargaining unit.

ARTICLE 5 - MANAGEMENT FUNCTIONS

5.01 The Union acknowledges that it is the exclusive right and power of the Employer:

- (a) To direct the working forces, to discharge employees for just cause, subject to the use of the grievance procedure, to hire, promote, demote, transfer, lay off, suspend or otherwise discipline employees.
- (b) Generally to 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: and allocation and number of employees required from time to time, the standards of performance for all employees and **all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this** agreement.
- (c) To maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this agreement.

ARTICLE 6 - UNION SECURITY

6.01 The **Employer** will deduct each month from the wages of all employees, the dues regularly assessed by the Union in accordance with its constitution and by-laws, or an amount equal to such union dues, in accordance

Article 6 - Union Security, continued

with the following provisions:

- (a) All employees currently employed at the date of signing of this agreement shall, as a condition of their continued employment be subject to union dues deductions.
- (b) In the case of newly hired employees, union dues deductions shall commence in the month following their date of hire.

6.02 Dues deductions shall be made from each pay following the month in which the **authorization** is received, and forwarded to the Union Office no later than the end of the month in which deductions are made.

6.03 The Employer will supply the Union with a monthly list showing the names of the persons from whom deductions have been made, including additions and deletions due to termination. Such deductions shall be forwarded to the Secretary of the Union at the address from time to time given to the Hospital.

6.04 The Union agrees to defend and hold the Employer harmless against any and all claims and/or costs should any person contend that the Employer has acted wrongfully or illegally in deducting such dues.

6.05 The parties recognize that it shall be the sole responsibility of the employee to promptly advise the Employer and the Union in writing of any changes in their address, telephone number, marital and/or dependent status.

ARTICLE 7 - INTERVIEW SYSTEM FOR NEW EMPLOYEES

7.01 It is agreed that upon commencement of employment *new* employees will be advised by a representative of the Personnel Department of the Employer of the existence of **the Union** and the conditions surrounding their employment as contained in the herein collective agreement, and any rules that may be formulated under

Article 7 - Interview System for New Employees, Continued

its terms. It is also agreed that a representative of the Union will be given an opportunity to interview each employee once upon completion of his or her probationary period for the purpose of ascertaining the wishes of the employees concerning membership in the Union. The Employer will notify the union monthly of the names of those who complete their probationary period, and on request will arrange a time and place for such interview, the time of which shall not exceed fifteen (15) minutes. Because of these privileges of interview granted in this clause, it is *expressly* agreed by the Union that there shall be no **solicitation for membership** at any other time, nor collection of dues at any other **time on the** premises of the Hospital.

ARTICLE 8 - NO STRIKE OR LOCKOUT

- 8.01 During the term of this agreement neither the Union nor any of its officers or officials nor any employees shall take part in or call or encourage any strike, sit-down (which shall include any work-to-rule arrangement) or any suspension of work against the Employer, which shall in any way affect the operations of the Employer. Nor shall the Employer nor any of its officers or officials engage--in **any lockout.**
- 8.02 It is agreed that **if such action** should be taken by the employees the Union will instruct the said employees to return to work, and perform their usual duties and to resort to the grievance procedures established herein for settlement of any complaint or grievance.
- 8.03 Should there be any violation of either 8.01 or 8.02 of this Article there shall be no discussion or negotiations of the matter in dispute between the employer and the Union until normal work has been resumed.
- 8.04 An employee who takes part in or counsels or procures any other employee to take part in any strike, slow-down, work-to-rule arrangement, sit-down, or any other suspension of work against the employer may be subject to discipline.

ARTICLE 9 - JOB STEWARDS

9.01 The Stewards selected or appointed in accordance with Article 9 of the Full-Time Agreement will represent employees covered by this Agreement.

The Employer acknowledges the right of the Union to appoint or otherwise select up to eight (8) stewards, one from each of the following departments:

Nursing Services	2
Dietetics	1
Housekeeping	1
Laundry & Linen	1
Maintenance and Operations	1
Supply, Process & Distribution	1
Ambulance	1

9.02 In addition, a chief steward may be appointed or elected. The zone within which each steward is to function shall be limited to the department in which he is employed. The chief steward shall (at the request of any zone steward) assist any steward with the presentation of any grievances or with any other steward function.

9.03 The Union **recognizes** that stewards have regular duties to **perform as employees of the Hospital, and as far as possible, Union business will be conducted outside working hours. Such employees shall not, therefore,** leave their regular duties for the purpose of conducting any business on behalf of the Union *or* to **discuss** any grievance without first obtaining the permission of their supervisor. Such permission will **not be** unreasonably withheld. When returning to work, an employee who has been given time to conduct union business or take up a grievance, will report to his supervisor and will give a reasonable explanation concerning his absence, if requested to do so.

The employer on request will arrange a time and place for the union to conduct such union business as is provided in this article.

9.04 A steward having obtained the permission of his department head to leave his regular duties for grievance purposes shall be paid his regular rate for such time lost from his regular working hours.



Article 9 - Job Stewards. Continued

- 9.05 The Union shall notify the Employer in writing of the names of the stewards from time to time, and the Employer will not be required to **recognize** the stewards until it has been notified in writing by the Union of the names of the employees selected.
- 9.06 It is mutually agreed that in order for an employee to serve as a shop steward, such employee shall have at least six (6) months of employment with the Hospital in order to serve as a steward."

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 It is the mutual desire of the parties hereto that complaints of the employer or of the employees will be adjusted as quickly as possible and it is understood that an employee has no grievance until the complaint has been referred to the Immediate Supervisor.
- 10.02 All grievances arising between employees and the Employer will be dealt with in accordance with the following procedures:

**STAGE ONE:-** The employees concerned accompanied by the Shop Steward may within two working days of the ~~alleged grievance take the matter up in writing directly with the immediate supervisor who shall give his or her answer in writing to such employee within two working days.~~

**STAGE TWO:-** Should the employee feel that his grievance has not been satisfactorily settled, then a committee comprised of the employee, the shop steward and a union representative will within five working days of the date on which the answer was received at Stage One, present the written grievance and reply to the Administrator **who shall** discuss the matter with such committee and give his decision in writing no later than thirty-one days after the written presentation has been given to him, but in no case any **longer** than three days after the next regular Board meeting of the Hospital Board.

10.03 It is mutually agreed that either the Employer or the Union may bring forward at any time any grievance relating to the interpretation, administration or alleged violation of this agreement, and that such grievance shall be brought forward at Stage Two.

10.04 Where an employee is called before a Supervisor, or Administration for the purpose of discipline, he will have the right to have a Union representative present.

#### ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing, addressed to the other party of this agreement and if within ten (10) days thereafter the parties are unable to select by mutual agreement an arbitrator, then the arbitrator shall be appointed by the Labour Management Arbitration Commission for the Province of Ontario.

11.02 If a grievance is to be submitted to arbitration, it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the parties involved, remedies sought, reasons relied upon, and the clauses or clause of this agreement said to be violated, all in clear and concise terms, copies of which shall be filed with the Canadian Office of the Union.

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

11.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

11.05 The fees and expenses, if any, of the arbitrator shall be shared jointly by the parties thereto.

11.06 Proceedings before the arbitrator will be expedited by the parties thereto, and the decision of the arbitrator will be accepted as final and binding on the parties hereto.

Article 11 - Arbitration, Continued

11.07 It is understood and agreed that the arbitrator shall have authority only to settle disputes under the terms of this agreement and may only interpret and apply this agreement to the facts of the particular grievance involved. Only grievance arising from the interpretation, applications, administration or alleged violation of this agreement, including a question as to whether a matter is **arbitrable**, shall be **arbitrable**. The arbitrator shall have no power to alter, add to, subtract from, modify or amend this agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are in writing between the Administrator and the Union. No costs of any arbitration shall be awarded to or against either party.

11.08 Time limits referred to in this and the preceding article may be extended by mutual agreement of the parties.

ARTICLE 12 - WITNESS AND INSPECTION

12.01 At any stage of a grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned and any other necessary witnesses, two only at **any one** time, and all **reasonable arrangements will be made to permit the conferring parties' or the arbitrator to have access to any part of the Hospital providing it does not interfere with the Hospital operation or personal attention to patients, to view any working conditions which may be relevant to the settlement of the grievance.**

ARTICLE 13 - DISCHARGE CASES

- 13.01 A claim by an employee that he has been unjustly discharged from his employment **shall be** treated as a grievance and may be lodged at Stage Two within five days after the employee ceases to work for the Employer.
- 13.02 Discharge or discipline grievances may be settled by confirming the management actions in dismissing or disciplining the employee **or** by reinstating the employee with full, partial or no compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitration.
- 13.03 A copy of all discipline notices will be given to the Union Chief Steward unless the effected employee expressly requests otherwise.

ARTICLE 14 - EMPLOYER GRIEVANCE

- 14.01 It is understood that the Employer may bring forward to the Union any complaint with respect to the conduct of the Union, its officers or members, and if such complaint is not settled to the mutual satisfaction of the conferring **parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.**

ARTICLE 15 - PROBATIONARY EMPLOYEES

- 15.01 A new employee will be considered on probation until he has completed **337.5** hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to **337.5** worked hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension **agreed to** will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

ARTICLE 16 - SENIORITY

- 16.01 Seniority lists of employees who have completed their probationary period shall be maintained. Seniority **accumulated** prior to September **26, 1978**, will be calculated based on a letter of understanding between the parties and affixed to this Collective Agreement. (Appendix I). Thereafter, actual hours worked will be counted.
- 16.02 Seniority is the principle of granting preference to employees for promotions, demotions, transfers and lay-offs in accordance with the length of employment. In all cases of promotions, demotions, transfers, or lay-offs the following two factors shall be considered ~~by the~~ employer in determining which employees shall be affected.
- (a) The requirements of efficiency of operation, ability, knowledge, training, and skill of the individual to **fulfill** the normal requirements of the job, and the capability of the individual to assume **responsibility**.
- (b) The seniority ranking of the employees affected.
- 16.03 When in the **judgement** of the Employer factor (a) is to all intents and purposes equal as between two or more employees, their **relative seniority** ranking shall **govern**.
- 16.04 Seniority lists of Part-Time employees shall be posted on the bulletin board upon the signing of this agreement and every six months thereafter. The Hospital agrees to include Social Insurance Number in checkoff lists and/or seniority lists. In **addition** to the foregoing, the Hospital will supply the Union with the addresses and classification of new employees when they are placed on the check off list for the first **time**. Copies of the seniority lists will be supplied to the Union on request. Upon the posting of the seniority list, employees shall have thirty days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the seniority list as posted is correct.

Article 16 - Seniority, continued

- 16.05 An employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1950 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.
- 16.06 Seniority in rehiring: **an employee** shall retain his seniority for a period of the lesser of his length of seniority or twelve (12) months from the date of lay-off.
- 16.07 An employee shall lose all seniority and shall be deemed terminated if:
- (a) employee quits;
  - (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
  - (c) employee is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of **such absence and providing a reason satisfactory to the Hospital;**
  - (d) employee fails to return to **work** upon the expiration **of** a leave of absence or **utilizes** a leave of absence **for** a purpose other than that for which it was granted;
  - (e) employee has been laid off for the lesser of his length of seniority or twelve months;
  - (f) employee fails upon being notified of a recall to signify his intention to return within five working days after he has received the notice of recall, and fails to report to work within ten working days after he has received the notice of recall;
  - (g) employee is absent due to illness or disability which absence continues for the lesser of his length of seniority or twelve months.
- 16.08 Where an employee is on a leave of absence of one month or more, such employee shall not accumulate seniority, but the seniority standing shall be the same as it was at the commencement of such leave of absence.

ARTICLE 17 - LAYOFF AND RECALL

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

Up to 2 years' service	one weeks' notice
2 years or more but less than 5 years' service	two weeks' notice
5 years or more but less than 10 years' service	four weeks' notice
10 years or more service	eight weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery, In the alternative, it shall be mailed by registered mail, In addition to the above, the employer shall also inform the union at least thirty (30) calendar days in advance of any proposed lay-off of more than eight (8) weeks' duration,.

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

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

17 04 A Regular Part-Time employee who is subject to lay-off shall have the right to either:

(a) accept the lay-off or;

(b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

Article 17 - Layoff and Recall, Continued

**17.05** A Regular Part-Time employee shall have opportunity of recall from a lay-off to an available opening, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure.

Notwithstanding the above, this position so filled shall be posted under the job posting provisions of this agreement. The recalled employee will automatically be deemed to have applied for the position.

Should the recalled ~~employee~~ not remain in the position as a result of this job posting, he shall be given the opportunity of replacing the successful applicant to the job posting if he can perform the duties of that classification without training other than orientation. Otherwise, the recalled employee shall be laid off.

**17.06** In determining the ability of a Regular Part-Time employee to perform the work for the purposes of Paragraphs .03, .04, and .05 above, the Employer shall not act in an arbitrary or unfair manner.

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

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

**17.09** It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the



Article 17 - Lay-off and Recall, Continued

Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

17.10 Where the employee fails to notify the Employer or to return to work in accordance with the provisions of paragraph .09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

17.11 In the event that a lay-off commences on the day immediately following a paid holiday, a Regular Part-Time employee otherwise qualified for holiday pay shall not be **disentitled** thereto solely because of the day on which the lay-off commenced.

17.12 A laid off employee shall retain the rights of recall for a period of the lesser of his length of seniority or twelve (12) months from the date of lay-off,

ARTICLE 18 - JOB CLASSIFICATIONS AND WAGE RATES

18.01 Job classifications and wages to be paid are- set out in schedule "A" attached hereto.

18.02 Subject to the provisions of paragraph .05 below, the wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

18.03 Notwithstanding the above. Persons employed as Ambulance Attendants or Drivers and who successfully c o m p l e t e course and have received their **certification** shall from date of certification or date of ratification (August 16th, 1979) whichever is later, be entitled to a premium in the amount of 20 cents per hour over their then current hourly rate for Ambulance Attendant or Driver. Effective December 1, 1979, the premium payable for E.M.C.A. certification shall be increased by 5 cents per hour. Such premium shall be paid for hours worked and for hours paid on approved leave paid by the employer or Workers' Compensation Board or leaves of absence for Union business paid by the Union.

## Article 18 - Job Classifications and Wage Rates, Continued

It is understood and agreed that such premiums shall not be included as part of an employee's straight time hourly rate for the purposes of calculating overtime or **other** premium pay under the provisions of the Collective Agreement.

### 18.04 Experience Pay

A Regular Part-Time employee hired by the Hospital with recent and related full-time service in another hospital (or comparable part-time service with the **same hospital**), may claim at the time of hiring on a form supplied by the hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one year's service for every two years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement.

**18.05 It is understood and agreed that the provisions of this Collective Agreement are subject to the terms of a Letter of Understanding entered into in writing between the Union and the Hospital and signed by the parties on the same date as the signing of this Collective Agreement, the terms of which are incorporated in and form part of this Collective Agreement with the same force and effect as if they were contained herein.**

### 18.06 Technological Change

Employees who are pregnant shall not be required to operate **VDTs**. At their request, the employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated.

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

Article 18 - Job Classification and Wage Rates, Continued

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

ARTICLE 19 - PAY DAYS

19.01 It is mutually agreed that employees shall be paid **bi-weekly** on a Friday, and the method of computation for **bi-weekly** pay shall be arrived at by taking the monthly rate and multiplying it by twelve (12) and dividing it by twenty-six (26) and this will constitute a **bi-weekly** pay. Wages shall be paid every two weeks by bank deposit.

ARTICLE 20 - HOURS OF WORK

20.01 The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in **consequence** of such **change from Daylight Saving Time to Standard Time and vice versa**. ~~The provisions of this Article are intended only to provide a basis for calculating~~ time worked and shall **not** constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

20.02 The regular work day for all employees shall not exceed **7½ hours exclusive** of one half hour unpaid meal break. Any in-service classes where the employer requires an employee to attend will be compensated for such time as straight time.

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.

20.03 For Regular part-time employees, schedules for a work week shall be posted in the Department affected not later than Friday noon of the preceding week. Errors, if any, will be corrected as soon as possible by the Supervisor who made the schedule.

Article 20 - Hours of Work, Continued

- 20.04 In the case of departments where employees are required to rotate on the day, afternoon and/or night shifts, the employer will **endeavor** to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of Sixty-three (63) hours if there are two (2) days off between the change over of shifts.
- 20.05 Effective August 31, 1982 employees so affected shall receive a shift premium in the amount of two dollars and sixty-two cents (\$2.62) for each completed shift so worked.
- 20.06 Employees who regularly work a shift greater than the daily shift hours established under this Collective Agreement shall be paid a shift differential based on \$.35 per hour for work performed during a completed afternoon or night shift.
- Shift premiums shall not be included for the purpose of calculating overtime pay or other premiums.
- 20.07 For the purpose of clarity an afternoon or night shift is any shift that ends or commences between the hours of 9 p.m. and <sup>5</sup> a .m. both inclusive.

ARTICLE 21 - OVERTIME

- 21.01 Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed four (4) weeks.
- 21.02 It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- 21.03 Call back shall not be considered as hours worked for purposes of this Article.

Article 21 - Overtime, continued

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

21.05 Where an employee is required to work **authorized overtime** in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half (**2 1/2**) times his regular straight time hourly rate for such additional **authorized overtime**.

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

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

ARTICLE 22 - LATE REPORTING AND BOOKING OFF SHIFT

- 22.01 Subject to the approval of the Employer, and with the understanding such approval will not be unreasonably withheld an employee may book off a shift by giving the employer at least **24** hours notice of their intention to book off a shift unless the absence is due to emergency or illness, otherwise an employee shall be liable for a deduction from his pay.
- 22.02 Employees absent on account of sickness must report to their Department Head or Supervisor in charge before commencement of their working hours in order to permit the employer to obtain a replacement. Employees failing to report as heretobefore will be treated as absent without leave excepting in extreme circumstances. ~~Where the Department~~ Head or Supervisor cannot be reached, the employee must report to the switchboard operator.
- 22.03 Employees who report for work late will be **penalized** in accordance with the following schedule:
- 5 - 15 minutes - fifteen minutes penalty
  - 16 - 30 minutes - thirty minutes penalty
  - 30 - 60 minutes - sixty minutes penalty

ARTICLE 23 - PAID HOLIDAYS

23.01 If any employee works on any of the following holidays:

New Year's Day	August Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

He shall receive time and one-half (1½) his hourly rate for all hours worked.. Holiday pay shall be in accordance with the provisions of the Employment Standards Act. (Appendix II). It is agreed that any **holiday** allowance for **days** not covered by the Act is compensated for in the **percentage** allowance indicated in Schedule "A" attached. (Payment in lieu of benefits).

ARTICLE 24 - STANDBY AND CALL BACK PAY

- 24.01 (a) Where an employee is called back to work after having left the Hospital and within eight (8) hours following completion of his shift and prior to the commencement of their next regular shift they shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time **and one-half their regular hourly earnings.** ~~Where call back is immediately prior to the commencement of their regular shift the call~~ back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call 'back premium, but in no case shall an employee collect two call back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

Article 24 - Standby and Call Back Pay, Continued

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

(d) When an employee is called in to work the standby allowance per shift shall remain payable,

24.02 Employees who are called back to work when on lunch break will be given the remainder of the lunch break time and a credit for food purchased in the hospital cafeteria, if it is open.

24.03 When an employee is called back to work after having left the Hospital and within eight (8) hours following completion of his shift and prior to the commencement of their next regular shift the Hospital will pay transportation costs either by (Hospital) taxi or by his own vehicle at the rate of **\$4.00** per round trip. The Ambulance Attendant Driver will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 25 - ANNUAL VACATION

25.01 All part-time ~~employees shall be entitled to vacation pay based upon the applicable percentage provided in~~ accordance with the vacation entitlement of full-time agreement on the following basis:

(a) **1950** hours worked equals one (1) year of continuous service.

(b) each week of vacation in the full-time agreement equals two (2%) of total earnings for the vacation year in the part-time agreement.

(c) the vacation pay entitlement determination date will not be altered and remain as it has been determined locally.

The vacation pay shall be included in bi-weekly earnings, as has been past practice.

25.02 Employees are entitled to absent time, without pay, equivalent to the percentage being paid in Article 25.01.



Article 25 - Annual Vacation, continued

- 25.03 (a) All vacation periods will be arranged with an employee's department head with consideration being given to the employee's wishes on a seniority basis and the needs of the department but of necessity the Employer must reserve the final decision as to the scheduling of vacations.
- (b) Vacation preferences will be submitted by the employee to his department head in writing by March **15th**. The department head will post the vacation schedule by April **15th**. If no preferences are **submitted** by an employee by March **15th**, his vacation period will be allotted by the department head on the basis of departmental conveniences only.
- (c) An employees vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year.
- (d) An employee who becomes ill prior to his/her scheduled vacation may have the privilege of **re-scheduling** his/her vacation by mutual agreement with the Department Head at such time as may be mutually agreed upon providing this is done before the first scheduled vacation day.

ARTICLE 26 - BEREAVEMENT LEAVE

- 26.01 An employee who notifies the Hospital as soon as **possible** following a bereavement 'shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

Where an employee is unable due to distance of travel to attend the funeral of a member of his immediate family as defined in the Collective Agreement, he shall be 'entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he would otherwise have been entitled on that day.

Article 26 - Bereavement Leave, continued

- 26.02 Pay for such leave shall be limited to 7½ hours in each calendar day at the employee's straight time job rate, calculated from the basic monthly salary on a daily basis.
- 26.03 The days of the leave of absence for which the employee shall receive pay shall be limited to those days on which the employee was scheduled to work and does not work. This leave of absence shall begin not later than twenty-four (24) hours from time of death.

ARTICLE 27 - UNION LEAVE

- 27.01 The Hospital shall grant leave of absence without pay to employees to attend **Union** conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.

The cumulative total leave of absence, the number of employees that may be absent at any one time and from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the agreement (unless altered by local negotiations).

In **addition** to the leave of absence ~~set out above,~~ members of the Union. Executive **Board and/or Council** employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

- 27.02 In making application for leave of absence for union business, it is understood that the leave of absence shall be for no longer than a two week period and will not be requested on more than two occasions in one calendar year. When leave of absence for union business is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one time, and that the Union shall be responsible for the payment of wages during the time of absence.

Article 27 - Union Leave, continued

- 27.03 Where employees are on leave of absence requested by the Union, the employer will pay the regular salary to the employee and invoice the union for the employee's lost time. If the employer so wishes, it may invoice the Union in advance of the leave of absence by invoicing the Union at the time the leave of absence is granted in writing, and the Union will pay said invoice within seven (7) days of receipt of same.
- 27.04 Upon application by the Union, in writing, the hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one- (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.
- 27.05 Paid Leave for the Central Negotiating Committee

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

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

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

Article 27 - Union Leave, Continued

27.06 Education Leave

A leave of absence without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange **the** shifts of employees attending courses or seminars to permit such attendance.

ARTICLE 28 - MATERNITY LEAVE

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

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to November 15, 1984, an employee on leave as set out above who is in receipt of ~~Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971,~~ shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

28.02 Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

Article 28 - Maternity Leave, Continued

- 28.03 The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a **legally** qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- 28.04 An employee may, if she desires to return to work, shorten the duration of **the leave** of absence requested upon giving her Employer three (3) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is **able** to resume her work.
- 28.05 The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- 28.06 The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence,
- 28.07 Credits for service, for the purpose of salary **increments, for vacations, sick leave or other benefits under the provisions of the collective agreement or** elsewhere shall be retained **up to the commencement** of the leave of absence but shall not be accumulated during such leave except that in the case of an employee who has worked ten (10) or more days during the calendar month, such credits shall continue to accumulate to the end of that calendar month.
- Credits for competitive seniority (as distinguished from benefit seniority) shall accumulate during the period of the leave.
- 28.08 No contributions for any employee benefits provided under, the collective agreement will be made by the Hospital during any such leave of absence. Subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.
- 28.09 **No** leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

Article 28 - Maternity Leave, Continued

- 28.10 An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the **expiry** of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the **expiry** thereof, the Employer shall, upon resumption of such operations return the employee to work as above provided in this Paragraph .10 hereof.
- 28.11 The leave of absence provided for under this Article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the **expiry** of the leave, for a period up to six (6) months following the date the leave commenced.
- 28.12 Adoption Leave
- (a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, ~~such~~ employee will be ~~entitled to a leave of absence~~ without pay for a ~~period of up to seventeen (17)~~ weeks duration or such greater time- ~~as may be~~ required by the adoption agency concerned up to a **maximum** aggregate of six (6) months. Such employees shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- (b) It is understood that during any such leave, credit for service for the purposes of salary increment, vacations, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which he or she is participating for the period of the absence. Credit for seniority during any such leave shall accrue for a period of ninety (90) days.
- (c) An employee returning from adoption leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available.

ARTICLE 29 - OLDER EMPLOYEES

29.01 Employees who, through age or physical disability are or become no longer capable of performing all of the normal functions of their work may, at the discretion of the **Hospital**, be retained in the employment of the Employer, provided suitable work is available. In such cases, the wage provisions of this agreement may not apply for such employees and the Employer shall have the right to establish what it considers an equitable rate of pay. An employee who believes he has not been dealt with in a fair manner under this provision, shall have the right to lodge a complaint in accordance with Article 10 of this agreement.

ARTICLE 30 - MEAL ALLOWANCE

30.01 When authorized by the Hospital a meal allowance of up to \$4.00 for breakfast, \$6.00 for lunch, and \$8.00 for dinner, substantiated by a receipt, will be paid when an Ambulance Attendant Driver is required to make a trip with (or in attendance to) the Ambulance. Time used for such meals will not be calculated as overtime.

ARTICLE 31 - CHANGING OF SHIFTS

31.01 Employees must give the Hospital in writing, at least five (5) calendar days notice of intent to change a shift together with an undertaking signed by an employee willing to exchange such shift and subject to the approval of the Hospital. **In any event**, it is understood that such change-in shift indicate-d by the employee and approved-by the Hospital; shall not result in overtime compensation or payment.

ARTICLE 32 - CONTRACTING OUT

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

ARTICLE 33 - TERMINATION OF EMPLOYMENT

33.01 Any employee may resign on giving the Employer two weeks' previous notice. Where an employee is dismissed for cause or fails to comply with this article, such employee shall not be entitled to vacation with pay credits other than subject to the provisions of the Employment Standards Act, nor shall they be entitled to the sick leave credits as set out herein.

ARTICLE 34 - RETIREMENT AGE

34.01 The normal retirement age shall be **65** years of age.

34.02 Upon notifying the Union the Employer **may** however, at his sole discretion, continue to employ on a month to month basis any person after he *or* she has attained retirement age, at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of such employee. An employee who becomes physically and/or mentally handicapped prior to reaching retirement age **may** be continued to be employed by the Employer at an occupation and a rate of pay which takes into consideration the ability and physical and mental condition of such employees.

34.03 The articles referring to Hours of Work, Overtime, Seniority and Welfare and Schedule "A" shall not apply to either the employees retained after retirement age is reached or to employees who become physically and/or mentally handicapped prior to reaching retirement age.

ARTICLE 35 - HEALTH EXAMINATION

35.01 When required by the Administration the employees will submit to a physical examination, stool examination **and/or culture**, including laboratory tests, x-rays, inoculations and vaccinations, it being understood that the expense of such shall be borne by the hospital and without limiting the generality of the foregoing the employees agree to submit to any examination required from **time to time** by The Public Hospitals Act and amendments thereto and/or regulations passed thereunder.

ARTICLE 36 - JOB POSTING

The procedures indicated in Article **38** of the Full-time Agreement shall apply in this Agreement related to part-time positions.

36.01 When new jobs are created and vacancies occur falling within those jobs included in the description of the



ARTICLE 36 - JOB POSTING

bargaining unit they shall be posted by the employer on the bulletin board for seven (7) calendar days. Applicants may apply in writing to the Personnel Officer. The posting of new jobs and all vacancies shall be limited to such new jobs and first vacancies and to none other. When such jobs are created and such vacancies occur, skill, ability, merit, efficiency and physical ability of the employee shall be considered and where these are equal, seniority will be the guiding factor; Where there are no successful applicants, an employee may be hired from outside the bargaining unit. The employer shall not be prevented from temporarily filling any position. . . .

36.02 Except at the discretion of the hospital, an employee who is selected to fill a vacancy under this procedure will not be permitted to apply for another vacancy for a period of six months following his/her appointment to the new position.

36.03 Employees who are transferred or promoted to a higher paying classification who cannot perform to the satisfaction of the Hospital or if the employee so requests, the Hospital shall return the employee to his/her former position and former rate of pay within a three (3) month period without loss of interruption in seniority.

**Other** employees who may have been promoted **or** transferred from within the bargaining unit, because of **the promotion** or transfer, shall be returned to their former position at their former rate of pay, without loss or interruption of seniority.

36.04 At the discretion of the hospital, an employee who is promoted to a higher paying job will be allowed to transfer back to his former job within three (3) months.

36.05 The employer will advise the unsuccessful applicant as to the reason he was not selected. A copy of all job postings will be given to the Union Chief Steward.

Article 36 - Job Posting, continued

36.06 The employer shall provide a Union Bulletin Board. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the Administration for approval before posting. All out-dated notices shall be removed by the Union forthwith.

36.07 Employment Agencies.

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

36.08 Volunteers

Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

ARTICLE 37 - TEMPORARY TRANSFERS

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

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

ARTICLE 38 - UNIFORMS

38.01 The Employer will continue its present practice relating to uniforms.

38.02 The Hospital will continue its practice of supplying, cleaning and repairing uniforms when an Ambulance Attendant Driver is required by the Hospital to wear such uniform. Each Ambulance Attendant Driver is obligated to return the uniform in good condition (reasonable wear and tear excepted) before being issued a new uniform and before final settlement on termination of employment. The Hospital may require from each

Article 38 - Uniforms, continued

employee hired after date of ratification a deposit of \$5.00 applicable to the obligation of the employee with respect to each uniform.

ARTICLE 39 - JURY AND WITNESS DUTY

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

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

39.02 In **addition** to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in **connection with a** case arising from the employee's duties at the hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the over time provisions of the collective agreement and subject to (a), (b) and (c) above.

ARTICLE 40 - WORKERS' COMPENSATION

40.01 In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the Employee's wages for the day of accident.

ARTICLE 41 - PRINT COSTS

41.01 The Employer will share with the Union 50% of the printing costs of printing the Collective Agreement.

ARTICLE 42 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 42.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the hospital in order to prevent accidents, injury and illness.
- 42.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees as one of the three (3) Union representatives appointed to the committee.
- 42.03 Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 42.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 42.05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 42.06 Any representatives appointed or selected in accordance with .02 hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 42.07 The Union agrees to endeavour to obtain the full co-operation of membership in the observation of all safety rules and practices.

ARTICLE 43 - EARLY OPENING FOR LOCAL BARGAINING

43.01 It is agreed that the present provisions of each collective agreement relating to Notice to Bargain for amendments to be incorporated into the renewal of this collective agreement shall be amended to the extent necessary to provide that such notice **may** be given by either party to the other not earlier than three **(3)** calendar months prior to the normal termination date of this collective agreement. They shall be further amended by adding thereto the following:

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

ARTICLE 44 - TERMINATION AND RENEWAL

44.01 This agreement shall continue in effect until  
November 15, 1985 and shall remain in effect from  
year to year thereafter unless either party gives  
**the other** party written notice of termination or  
desire to amend the Agreement.

44.02 If either party desires to terminate or amend this agreement as of midnight on the 14th day of November, 1985 it shall within the ninety **(90)** days next preceding the **expiry** date give written notice to the other of such notice of termination amendments.

44.03 Retroactivity to June 2, 1984 shall apply only to the general wage increase and shall be paid on the basis of hours paid since that date. The existing percentage-in-lieu of benefits will be calculated and paid on the retroactive payment for part-time employees.

Such retroactivity shall be paid within two **(2)** pay periods **(4 weeks)**, subject to meeting the requirements of the Public Sector Prices and Compensation Review Act.

Employees who have terminated their employment since June 2, 1984 shall be given notice by registered mail at their address last known by the Hospital, and shall have sixty **(60)** days from the date of such notice within which to claim retroactive payment.

SCHEDULE "A" - WAGES

Effective June **1, 1982**, Regular Part-time employees will be paid at the base rate of the wage grid and will advance on the basis that **1950** hours worked equals one **(1)** year of service.

Effective June **2, 1982**, Casual part-time employees will be paid at the base rate of the wage grid and will advance on the basis that **1950** hours worked since June **2, 1982** equals one **(1)** year of service.

**Nothing** herein shall **disentitle any Part-time employee** from his/her present position on the salary grid.

PART-TIME BENEFITS

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to **12%** of his/her regular straight time hourly rate for all straight time hours paid.

SIGNED AT KIRKLAND LAKE, ONTARIO this 21 day of  
December, 1985.

FOR THE HOSPITAL

Henri Laroche  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Philippe  
Helly  
Gyathier Peltier  
Alfred Bourcier  
Helga Savain

APPENDIX 1

November 9th, 1979

RE: S.E.U. Part-time Agreement  
- Article 16 - Seniority

Seniority accumulated prior to September 26, 1978 will be calculated based on the number of hours worked from last Date of Employment.

Thereafter, actual hours worked will be counted.

A Seniority List as of October 31st, 1979 will be posted on the bulletin board November 9th, 1979 and will remain posted until January 9th, 1980. Any employee wishing to grieve their seniority as posted must contact the Personnel Department in-writing during the time the-list is posted. After January 9th, 1980 the Seniority List as posted will be considered official.





PART-TIME BARGAINING UNIT

APPENDIX 3

June 27, 1984

LETTER OF UNDERSTANDING

In the term of the Collective Agreement between Kirkland and District Hospital and Service Employees Union, Local 478, Service Unit, the Hospital will continue its practice of supplying uniforms to Ambulance Attendant Drivers on the following basis:

Part-time Ambulance Attendant Driver:

- 2 shirts per 1950 hours worked
- 1 tie per 1950 hours worked
- A winter jacket will be available in the Ambulance Department.
- 2 E.M.C.A. crests per 1950 hours worked

SIGNED <sup>th</sup> AT KIRKLAND LAKE, ONTARIO, this 27  
day of June, 1984.

FOR THE HOSPITAL

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE UNION

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

## SCHEDULE A

CLASSIFICATION	START	6 MONTHS 975 HRS	12 MONTHS 1950 HRS	24 MONTHS 3900 HRS	36 MONTHS 5850 HRS
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GROUP 1

Dietetic Aides	June 2/84	1441.858	1462.013	1482.813
Hskpg Ai des		8.858	8.997	9.125
Laundry Ai des				
Pot washer	June 2/85	1479.058	1494.513	1515.313
Menu Clerk 2			9.197	9.325
Pot washer				

GROUP 2

Menu Clerk 1	June 2/84	1456.000	1479.400	1501.500
S.P.D. Aide		8.960	9.104	9.240
Hskpg S.O.R. Ai des	June 2/85	1488.500	1511.900	1534.000
Seamstress		9.160	9.304	9.440

3GROUP

Hskpg Superv.	June 2/84	1479.075	1513.850	1548.788
		9.102	9.316	9.531
	June 2/85	1511.575	1546.350	1581.288
		9.302	9.516	9.731

SCHEDULE A

CLASSIFICATION	START	6 MONTHS 975 HRS	12 MONTHS 1950 HRS	24 MONTHS 3900 HRS	36 MONTHS 5850 HRS
<b>GROUP 4</b>					
Non-Reg RNA	June 2/84	1490.613 9.173	1511.575 9.302	1532.538 9.431	1555.775 9.574
	June 2/85	1523.113 9.373	1544.075 9.502	1565.038 9.631	1588.275 9.774
<b>GROUP 5</b>					
Porter Inexperienced Orderly Heavy Duty Hskpg Aide	June 2/84	1513.850 9.316	1548.788 9.531	1583.725 9.746	
	June 2/85	1546.350 9.516	1581.288 9.731	1616.225 9.946	
<b>GROUP 6</b>					
Cook Wash person	June 2/84	1544.725 9.506	1579.663 9.721	1614.600 9.936	
	June 2/85	1577.225 9.706	1612.163 9.921	1647.100 10.136	

SCHEDULE A

CLASSIFICATION	START	6 MONTHS 975 HRS	12 MONTHS 1950 HRS	24 MONTHS 3900 HRS	36 MONTHS 5850 HRS
<u>GROUP 7</u>					
O.R. Technician	June 2/84	1584.863	1608.100	1631.338	1653.925
Orderly	June 2/85	9.753	9.896	10.039	10.178
	June 2/85	1617.363	1640.600	1663.965	1687.004
		9.953	10.096	10.240	10.382
<u>GROUP 8</u>					
P.N.A.	June 2/84	1647.588	1664.650	1683.500	
		10.139	10.244	10.360	
	June 2/85	1680.540	1697.943	1717.170	
		10.342	10.449	10.567	
<u>GROUP 9</u>					
Storeperson	June 2/84	1571.050	1612.975	1650.188	
Chief Cook		9.669	9.926	10.155	
Non-Reg Food	June 2/85	1603.550	1645.475	1683.192	
Supervisor		9.868	10.126	10.358	

SCHEDULE A

CLASSIFICATION	STAR I-	6 MONTHS 975 HRS	12 MONTHS 1950 HRS	24 MONTHS 3900 HRS	36 MONTHS 5858 HRS
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GROUP 10

Reg. food Supervisor	June 2/84	1619.963 9.969	1678.300 10.328	1737.938 10.695
	June 2/85	1652.463 10.169	1711.866 10.535	1772.697 10.909

GROUP 11

Groundskeeper	June 2/84	1630.525 10.034	1672.288 10.291	1709.825 10.522
	June 2/85	1663.136 10.235	1705.734 10.497	1744.022 10.732

GROUP 12

General Maintenance person	June 2/84	1692.275 10.414	1735.500 10.680	1774.663 10.921
	June 2/85	1726.121 10.622	1770.210 10.894	1810.156 11.139

SCHEDULE A

CLASSIFICATION	START	6 MONTHS 975 HRS	12 MONTHS.. 1950 HRS	24 MONTHS 3900 HRS	36 MONTHS 5850 HRS
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GROUP 13

Ambulance Attendant/ Driver	June 2/84	1732.575 10.662		1769.463 10.889	1806.188 11.115	1842.750 11.340
	June 2/85	1767.227 10.875		1804.852 11.107	1842.312 11.337	1879.605 11.567

GROUP 14

Stationary Engineer	June 2/84	1843.888 11.347	1966.413 12.101		
	June 2/85	1880.766 11.574	2005.741 12.343		

GROUP 15

Electrician	June 2/84	1890.525 11.634	2012.888 12.387		
	June 2/85	1928.336 11.867	2053.146 12.635		

\* Orderly - Ambulance Attendant shall receive the following monthly allowances:

- (a) Valid Chauffeur's License \$10.00 per month
- (b) Course St. John Ambulance Certificate \$20.00 per month
- (c) Camp Borden Course \$20.00 per month

\* The provision above shall not apply to Ambulance Attendant Driver.