

arbitration award  
59 members

SOURCE	Union		
EFF.	91	10	11
TERM.	93	10	10
No. OF EMPLOYEES	59		
NOMBRE D'EMPLOYÉS	59		

PART - TIME

SERVICE

COLLECTIVE AGREEMENT

between

KIRKLAND AND DISTRICT HOSPITAL

(hereinafter called the "Hospital")

and

SERVICE EMPLOYEES UNION, LOCAL 478

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

(hereinafter called the "Union")

Expires: October 10, 1993

SEP 13 1994

05991(04)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE	1 - PURPOSE	1
ARTICLE	2 - SCOPE AND RECOGNITION	1
ARTICLE	3 - MANAGEMENT RIGHTS	1
ARTICLE	4 - DEFINITIONS	2
4.01	Temporary Employees	2
4.02	Regular Part-Time Employees	2
4.03	Casual Part-Time Employee	2
ARTICLE	5 - UNION SECURITY	2
5.01	Union Dues	2
5.02	interview Period	3
5.03	Employee Lists	3
ARTICLE	6 - NO STRIKE/LOCKOUT	4
ARTICLE	7 - UNION REPRESENTATION AND COMMITTEES	4
7.01	Grievance Committee	4
7.02	Union Stewards	5
7.03	Central Bargaining Committee	6
7.04	Local Negotiating Committee	7
ARTICLE	8 - GRIEVANCE AND ARBITRATION	7
ARTICLE	9 - SENIORITY	11
9.01	Probationary Period	11
9.02	Definition of Seniority	12
9.03	Transfer of Service and Seniority	12
9.04	Loss of Seniority	12
ARTICLE	10 - JOB SECURITY	13
10.01	Staff Planning Committee	13
10.02	Notice of Lay-Off	15
10.03	Severance and Retirement Options	15
10.04	Regional Staff Planning Committee	16
10.05	Lay-Off and Recall	17
10.06	Benefits on Lay-Off	19
ARTICLE	11 - JOB POSTING	19
ARTICLE	12 - NO CONTRACTING OUT	21

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
ARTICLE 13 - WORK OF THE BARGAINING UNIT	21
13.01 Work of the Bargaining Unit	21
13.02 Employment Agencies	21
13.03 Volunteers	22
13.04 Ratio of RN's to RNA's	22
ARTICLE 14 - TECHNOLOGICAL CHANGE	22
ARTICLE 15 - LEAVES OF ABSENCE	23
15.01 Bereavement Leave	23
15.02 Education Leave	24
15.03 Jury and Witness Duty	24
15.04 Pregnancy Leave	25
15.05 Parental Leave	26
15.06 Full-Time Union Office	28
15.07 Union Leave	28
15.08 Personal Leave	29
ARTICLE 16 - HOURS OF WORK	29
16.01 Daily and Weekly Hours of Work	29
16.02 Rest Periods	29
16.03 Time Off Between Shifts	30
16.04 Posting of Schedules	30
16.05 Late Reporting and Booking Off Shifts	30
ARTICLE 17 - PREMIUM PAYMENT	31
17.01 Definition of Regular Straight Time Rate of Pay	31
17.02 Overtime Premium	31
17.03 Reporting Pay	31
17.04 Standby	31
17.05 Call Back	32
17.06 Shift Premium	32
17.07 Responsibility Outside the Bargaining Unit	32
17.08 Overtime - Lieu Time	33
17.09 Paid Time to Working Time	33
17.10 Weekend Premium	33
17.11 Overtime on a Paid Holiday	33
ARTICLE 18 - ALLOWANCES	33
18.01 Meal Allowance	33
18.02 Uniform Allowance	34
18.03 Transportation Allowance	34
ARTICLE 19 - HEALTH AND SAFETY	34
19.01 Accident Prevention - Health and Safety Committee	34
19.02 Protective Clothing	35

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
ARTICLE 20 - PAID HOLIDAYS	35
ARTICLE 21 - VACATIONS	36
21.01 Part-Time Vacation Pay	36
ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES	37
ARTICLE 23 - INJURY AND DISABILITY	38
23.01 Workers' Compensation Injury	38
23.02 Disabled Employees	38
ARTICLE 24 - PROGRESSION ON THE WAGE GRID	38
ARTICLE 25 - COMPENSATION	38
25.01 Experience Tay	38
25.02 Promotion to a Higher Classification	39
25.03 Temporary Transfer	39
25.04 Job Classification	39
25.05 Wages and Classification Premiums	40
ARTICLE 26 - RELATIONSHIP	40
ARTICLE 27 - TERMINATION OF EMPLOYMENT	40
ARTICLE 28 - OLDER EMPLOYEES	41
ARTICLE 29 - RETIREMENT AGE	41
ARTICLE 30 - HEALTH EXAMINATIONS	41
ARTICLE 31 - UNION BULLETIN BOARD	42
ARTICLE 32 - PRINT COSTS	42
ARTICLE 33 - DURATION	42
33.01 Renewal	42
33.02 Term	42
SIGNING PAGE	43
WAGE SCHEDULES	44 - 48
MEMORANDUM OF UNDERSTANDING - SHIFT PREMIUM	49
APPENDIX I - LIABILITY INSURANCE	50
APPENDIX II - AMBULANCE UNIFORMS	51
LETTER OF UNDERSTANDING - IMPLEMENTATION OF 10.01 - 10.04	52

ARTICLE 1 - 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 disposition 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 - SCOPE AND RECOGNITION

2.01 The Employer recognises 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 3 - MANAGEMENT RIGHTS

3.01 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 4 - DEFINITIONS

4.01 Employees may be hired for a specified **term, not to exceed six (6) months**, to replace an employee on leave or to perform a special non-recurring task. This term **may be extended a further six (6) months** on mutual agreement **of** the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's **leave**. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This **clause** would not preclude such employees from using the job posting provision under **the** Collective Agreement and any successful applicant who has **com-pleted** his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special condition's relating to such employment.

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

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

ARTICLE 5 - UNION SECURITY

5.01 - Union Dues

As a condition of employment, the Hospital will deduct from each employee covered by **this** Agreement an amount equal to the regular monthly Union dues designated by **the** Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and **may** be deducted from every pay for part-time employees. In the **case of** newly hired employees, such deductions **shall** commence in **the** month following **their** date of hire.

The amount of the regular monthly dues shall **be** those **authorized** by the Union and the Union shall notify **the** Hospital of any changes **therein** and such notification shall be the Hospital's conclusive authority to **make** the deductions specified.

In consideration of the deducting of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

#### 5.02 - Interview Period

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 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.

#### 5.03 - Employee Lists

The Employer will supply the Union with a monthly list showing the names of the persons from whom union dues deductions have been made, including additions and deletions due to termination.

5.04 Seniority lists of employees who have completed their probationary period shall be maintained. 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.

- 5.04 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 6 - NO STRIKE/LOCKOUT

- 6.01 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.
- 6.02 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.
- 6.03 Should there be any violation of either 6.01 or 6.02 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.
- 6.04 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 or work against the Employer may be subject to discipline.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 - Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.



- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

#### 7.02 - Union Stewards

- (a) The hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours,

- (e) Nothing in this Article shall **preclude** full-time stewards from representing part-time employees and vice-versa.
- (f) The Stewards selected or appointed in accordance with Article 7.02 (f) of the full-time Agreement will represent employees covered by this Agreement.

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

- (g) The Employer on request will arrange a time and place for the union to conduct **such** union business as is Provided in **this** article.

#### 7.03 Central Bargaining 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 (7), and in no case will more than one employee from a hospital 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 (7) Hospitals accordingly.

7.04 - Local Negotiating Committee

- (a) The Hospital agrees to **recognize** a combined full-time and **part-time** Negotiating Committee comprising of four (4) members to be elected, or appointed from amongst employees in the bargaining units who have completed their probationary period, and one of whom shall be a part-time employee.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as **defined**.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such **negotiating** meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing *in* this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- 8.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference **arising** either between a member of the bargaining unit and the **Hospital** or between the parties hereto relating to the interpretation, application, administration or alleged violation of **the** Agreement.
- 8.02 The grievance shall identify the nature of the **grievance**, the remedy sought, and should, where possible specify the provisions of **the** Agreement which are alleged to have been violated.
- 8.03 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 Hospital shall notify the employee of this right in advance.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.

8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of 3 union steward if he so desires.

Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement, then:

Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step 3

Within five (5) days following the decision in the

immediately preceding step, the grievance shall be submitted in writing to the Chief Executive' Officer or the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of ~~the~~ grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

#### 8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall ~~be~~ originated at Step 3 within ten (10) days following the circumstances giving rise to the 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 he could have instituted himself and ~~the~~ regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

#### 8.06 Group Grievance

Where a number of employees have identical grievances, and each one 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 designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

#### 8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged,

such **claim** must be submitted by the employee, who may be accompanied by **a** union steward, or by the union steward at Step 3 of the grievance procedure to the Hospital **within** five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, or
- (c) any other arrangement which may be deemed just and equitable.

8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as herein-after provided. If no written request for arbitration is received **within** ten (10) days after the decision under Step 3 is given, **the** grievance shall be deemed to have been abandoned.

8.09 All agreements reached, under the grievance procedure, between **the representatives** of the Hospital and representatives of **the** Union will be final and binding upon the Hospital, the Union and **the** employee (s).

8.10 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. **Within** five (5) days thereafter, the other party shall appoint its nominee, provided however, **that** if such party fails to appoint its nominee as herein required, **the** Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The **two** nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall **then** request the Minister of Labour for the Province of Ontario to **appoint** a chairman.

8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or **settle** the grievance.

- 8.12 The Arbitration Board shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No **matter** may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 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.
- 8.15 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.
- 8.16 Saturdays, Sundays and Holidays are not be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto 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 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed three hundred and thirty-seven and one-half (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 three hundred and thirty-seven and one-half (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.

9.02 Definition of Seniority

Part-time employees will accumulate seniority on the basis of one (1) Year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis. Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule, all part-time employee's service and seniority shall be converted as at October 10, 1986 on the following basis:

Employees, hours of service  

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1950 x 1725 = Converted hours  
of service

9.03 Transfer of Service and Seniority

Effective, October 10, 1986, and for employees who transfer subsequent to October 10, 1986, 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 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under the Collective Agreement expiring November 15, 1985.

9.04 Loss of Seniority

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 (3) 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 twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) **calendar** months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

9.05 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 10 - JOB SECURITY

10.01 (a) With respect to the development of any operating or **re-structuring** plan which may affect the bargaining unit, the Union shall be **involved** in the planning process from the early phases through to **the** 'final phases of the process.

(b) Staff Planning Committee

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

consider possible ways and means of avoiding or **minimizing** potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- (ii) identifying and **seeking** ways to address the retraining needs of employees:
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to **become** vacant within a twelve (12) month period.

#### Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

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

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate 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.

#### Disclosure

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

#### Accountability

The Committee shall submit its written recommendations to the Chief **Executive** Officer of the Hospital and the

Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

10.02 Notice of Lay-Off

(a) Union

There shall be at least three (3) months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of substantial bed cut-back or cut-back in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a lay-off of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months' service. Employees with less than twelve (12) months' service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

10.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of lay-off or the notice provided above an employee with more than twelve (12) months' service with the Hospital who has received notice of lay-off of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to

retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

- (c) A full-time employee who has completed one (1) year of service and
  - (i) whose lay-off is permanent, or
  - (ii) who is laid off for twenty-six (26) weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

#### 10.04 Regional Staff Planning Committees

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals. To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at

other Participating Hospitals and who have undertaken skills assessment **procedures** provided by any government training agency, such as **HTAP**, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes! it is **recognized** that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure, composition, and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

#### 10.05 Lay-Off and Recall

- (a) In the event of lay-off, the Hospital shall lay off 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.
- (b) An employee who is subject to lay-off shall have the right to either;
  - (i) accept the lay-off; or
  - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to 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.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (~~1%~~) of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying

classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he 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 completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) 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.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within 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 Hospital.

- (h) Employees on lay-off or notice of lay-off 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 lay-off.
- (i) No full-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.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be **disentitled** thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-Off

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

ARTICLE 11 - JOB POSTING

- 11.01 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 by the Hospital for a period of seven (7) days excluding Saturday, Sunday, and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and Holidays. All applications are to be made in writing within the posting period.
- 11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under either Article .01 or .02 on the basis of their ability experience and qualifications. Where these factors are

relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01, and selection shall be made in accordance with Article .03 above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing *prior* to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.
- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.



11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

ARTICLE 12 - NO CONTRACTING OUT

12.01 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 lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out 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 provision.

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

NOTE: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 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.

13.03 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not **be** expanded beyond the extent of existing practice as of June 1, 1986.
- (b) 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.

13.04 Ratio of RN's to RNA's

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees **to meet** with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

In addition to the **above** process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan **and** the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented **if** there has been the consultative process required by this **clause** carried out in good faith by the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 Technological Change means the automation of equipment, or the **mechanization** or automation of operations, or the **replacement** of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.
- 14.02 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 **minimizing** of adverse effects (if any) upon the employees concerned.

- 14.03 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 employee's age and previous educational background, during which they **may** perfect or acquire the skills necessitated by the new method of operation. The **em-**ployer 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 (6) months.

- 14.04 Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment **status** at the earliest reasonable time in keeping with the notification to the Union **as set** out above and the requirements of the applicable legislation.

- 14.05 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. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

- 14.06 Each employee required to use **a VDT** more than four (4) hours per day, shall be given eye examinations at **the** beginning of employment or assignment to **VDTs** and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

#### ARTICLE 15 - LEAVES OF ABSENCE

##### 15.01 Bereavement Leave

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 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.

15.02 Education Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) 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.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall **pay** the full costs associated with the courses.

15.03 Jury and Witness Duty

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

- (a) notifies **the** Hospital **immediately** on 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.

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 overtime provisions of the collective agreement and subject to (a), (b) and (c) above.

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks 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 the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) 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 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. 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) 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.

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) week; of continuous service.
- (b) An employee, who qualifies for parental, leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (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 or 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.

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 up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Any 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 20 of the Unemployment Insurance Act, 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 parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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.

- (f) Credits for *service* and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of eighteen (18) weeks while the employee is on parental leave.

- (h) **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 his or her former duties, on the same shift in the **same** department, and at the same rate of pay.

15.06 Full-Time Union Office

Upon application by the Union, in writing, the **Hospital** will give reasonable consideration to the 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 a 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.

15.07 Union Leave

- (a) 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**.
- (b) 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**.
- (c) The cumulative total leave of absence, the number of **employees** that **may** be absent at any one **time** 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).
- (d) 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.



- (e) 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 (2) week period and will not be requested on more than two (2) occasions in one (1) 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 (1) time, and that the Union shall be responsible for the payment of wages during the time of absence.
- (f) 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.

15.08 Personal Leave

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) 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.
- (b) The regular work day for all employees shall not exceed seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid meal break. Any inservice classes where the employer requires an employee to attend will be compensated for such time as straight time.

16.02 Rest periods

- (a) 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.

- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, afternoon and/or night shifts, the employer will endeavour 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.

16.04 Posting of Schedules

For regular part-time employees, schedules will be posted two (2) weeks in advance and requests will be considered if submitted one (1) week prior to posting of the schedule.

16.05 Late Reporting and Booking Off Shifts

- (a) 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 twenty-four (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.
- (b) 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 J-lead or Supervisor cannot be reached, the employee must report to the switchboard operator.
- (c) 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

16.06 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 indicated by the employee **and** approved by the Hospital, shall not result in overtime compensation or payment.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular 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.

17.02 Overtime Premium

Employees shall be entitled to payment of time and **one-half (1 1/2)** the employee's basic straight time hourly rate for all **authorized** overtime work in excess of seven and one-half (**7 1/2**) 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 two (**2**) weeks.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable **authorized** overtime work.

Call-back shall not be considered as hours worked for purposes of this Article.

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.

17.03 Reporting Pay

17.04 Standby

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 **\$2.10** per hour for **all** hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back will only apply to the point of commencement of a regular shift at the rate of time and one-half (1 1/2) after which they shall revert back to the regular shift.
- (b) Call-Sack pay shall cover all calls within the minimum four (4) hours period provided for under (a). If a second call takes place after four (4) 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 four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2 1/2) times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half (1 1/2) his straight time hourly rate, subject to the other provisions set out above.
- (d) Lunch Break

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 purchases in the hospital cafeteria, if it is open.

17.06 Shift Premium

Employees shall be paid retroactive to October 11, 1987 a shift premium of forty-five cents (.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargaining Unit

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 (1/2) of one (1)

shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

17.09 Paid Time to Working Time

17.10 Weekend - Premium

Effective October 11, 1992, an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

17.11 Overtime on a Paid Holiday

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.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

- (a) 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 five dollars (\$5.00) 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 the five dollars (\$5.00) payment.

- (b) 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 **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.

18.02 Uniform Allowance

- (a) The Employer will continue its present practice relating to uniforms.
- (b) 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 employee hired after February 10, 1981, a deposit of \$5.00 applicable to the obligation of the employee with respect to each uniform.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, other than reporting to or off work for her regular shift, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (.35) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) 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.
- (b) 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 (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) 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.
- (d) The Hospital agrees to CO-Operate reasonably in pro-

viding necessary information to enable the Committee to fulfill its functions.

- (e) 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.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union\* agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

#### 19.02 - Protective Clothing

#### ARTICLE 20 - PAID HOLIDAYS

- 20.01 (a) If a part-time employee is required to work on any of the holidays listed in Article 20.01 (b) the employee shall be paid at the rate of time and one (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.
- (b)
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |

Dominion Day  
August Civic Holiday

Boxing Day  
1 Float Holiday

(c) The Floating Holiday may be taken at any time during the twelve (12) consecutive months following the qualifying date on a day mutually agreed upon between the employee and his Department Head. In order to qualify for the holiday an employee must be in the employ of the Hospital on March 31st each year. In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario for the term of this Contract, the said day will continue to be a float day.

ARTICLE 21 - VACATIONS

21.01 Part-Time Vacation Pay

A part-time employee who has completed less than 3,450 hours of continuous service as of March 31st, shall receive 4% of gross earnings; except R.N.A.'s, Non-Registered Assistants, Ward Aides, and Orderlies, who have completed 1,725 or more hours and less than 6,900 hours of continuous service as of March 31st, shall receive 6% of gross earnings. Ambulance Attendant Drivers who have completed 1,725 or more hours but less than 13,800 hours of continuous service as of March 31st, shall receive 6% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of March 31st, shall receive 6% of gross earnings; except R.N.A.'s, Non-Registered Nursing Assistants, Ward Aides, and Orderlies who have completed 6,900 or more hours and less than 25,875 hours of continuous service as of March 31st, shall receive 8% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service as of March 31st shall receive 8% of gross earnings.

→ 28,000  
→ 43,125



A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of March 31st, shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of March 31st, shall receive 12% of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

- 21.02 Vacation pay shall be included in bi-weekly earnings, as has been past practice.
- 21.03 Employees are entitled to absent time, without pay, equivalent to the percentage being paid in this article.
- 21.04 All vacations 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.
- 21.05 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.
- 21.06 An employees vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year.
- 21.07 An employee who becomes ill prior to his/her scheduled vacation may have the privilege of rescheduling 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 22 - BENEFITS FOR PART-TIME EMPLOYEES

- 22.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of

direct compensation or otherwise, 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 maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

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.

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

24.01 Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Collective Agreement expiring November 15, 1985.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's

opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year's 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 of the Collective Agreement.

25.02 Promotion to a Higher Classification

25.03 Temporary Transfer

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 (1/2) 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.

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days.

If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the 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 fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by **comparsion** with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital

agrees to meet with the Union if, requested to permit the Union to make representation with respect to the appropriate rate of pay.

- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

#### 25.05 Wages and Classification Premiums

- (a) Job classifications and wages to be paid are set out in Schedule "A" attached hereto.
- (b) 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.
- (c) Pay Days

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 26 - RELATIONSHIP

- 26.01 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 27 - TERMINATION OF EMPLOYMENT

- 27.01 Any employee may resign on giving the Employer two (2) 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 sick leave credits as set out herein.

ARTICLE 28 - OLDER EMPLOYEES

28.01 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 8 of this Agreement.

ARTICLE 29 - RETIREMENT AGE

29.01 The normal retirement age shall be 65 years of age.

29.02 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 employee.

29.03 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 30 - HEALTH EXAMINATIONS

30.01 When required by the Administration the employees will submit to a physical examination, stool examination and/or culture, including laboratory test, 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 31 - UNION BULLETIN BOARD

31.01 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.

ARTICLE 32 - PRINT COSTS

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

ARTICLE 33 - DURATION

33.01 Renewal

If either party desires to terminate or amend this Agreement as of midnight on the 10th day of October, 1993 it shall within the ninety (90) days next preceding the expiry date give written notice to the other of such notice of termination or amendment.

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.

33.02 Term

This Agreement shall continue in effect until October 10, 1993, 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.

SIGNED AT Kirkland Lake, Ontario, this *17<sup>th</sup>* day of *February* 199*4*. *7* *6*

FOR THE HOSPITAL

*Jan Foyner*  
*[Signature]*

\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*Suzanne Saville*  
*Andrew Snowden*

\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE "A"

CLASSIFICATION	DATE	START	6 MONTHS 862.5 Hrs.	12 MONTHS 1725 Hrs.	24 MONTHS 3450 Hrs.	36 MONTHS 5175 Hrs.
Dietetic Aide	Oct. 11/91	12.90		13.06	13.23	
Laundry Aide						
Dishwasher	Oct. 11/92	13.16		13.32	13.49	
Pot Washer						
-----						
Housekeeping Aide	Oct. 11/91	13.01		13.21	13.38	
	Jan. 1/92	13.06		13.28	13.48	
	Oct. 11/92	13.31		13.54	13.75	
	Jan. 1/93	13.54		13.78	14.02	
	Apr. 1/93	13.89		14.14	14.39	
-----						
Menu Clerk 1	Oct. 11/91	13.02		13.20	13.37	
Hskpg O.R. Aides	Oct. 11/92	13.28		13.46	13.64	
-----						
Non Reg. RNA	Oct. 11/91	13.66		13.82	13.98	14.16
	Jan. 1/92	13.92		14.17	14.37	14.57
	Oct. 11/92	14.20		14.45	14.65	14.85
	Jan. 1/93	15.25		15.52	15.79	16.01
	Apr. 1/93	17.18		17.36	17.52	17.72
-----						
Ward Clerk	Oct. 11/91	13.25		13.52	13.80	
	Jan. 1/92	13.23		13.50	13.77	
	Oct. 11/92	13.52		13.79	14.08	
	Jan. 1/93	13.68		13.95	14.24	
	Apr. 1/93	13.88		14.15	14.44	



SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>DATE</u>	<u>START</u>	<u>6 MONTHS</u> <u>862.5 Hrs.</u>	<u>12 MONTHS</u> <u>1725 Hrs.</u>	<u>24 MONTHS</u> <u>3450 Hrs.</u>	<u>36 MONTHS</u> <u>5175 Hrs.</u>
Inexperienced Orderly	Oct. 11/91	13.47		13.75	14.02	
	Oct. 11/92	13.74		14.03	14.30	
-----						
Cafeteria Supervisor	Oct. 11/91	13.14		13.32	13.49	
	Jan. 1/92	13.14		13.34	13.57	
	Oct. 11/92	13.40		13.61	13.83	
	Jan. 1/93	13.60		13.83	14.07	
	Apr. 1/93	13.93		14.17	14.43	
-----						
Sewing Person	Oct. 11/91	13.14		13.32	13.49	
	Jan. 1/92	13.15		13.35	13.58	
	Oct. 11/92	13.41		13.62	13.84	
	Jan. 1/93	13.60		13.84	14.08	
	Apr. 1/93	13.89		14.14	14.40	
-----						
SPD Aide	Oct. 11/91	13.26		13.44	13.61	
	Jan. 1/92	13.33		13.51	13.69	
	Oct. 11/92	13.60		13.78	13.95	
	Jan. 1/93	13.96		14.19	14.41	
	Apr. 1/93	14.43		14.68	14.93	

SCHEDULE "A"

CLASSIFICATION	DATE	START	6 MONTHS 862.5 Hrs.	12 MONTHS 1725 Hrs.	24 MONTHS 3450 Hrs.	36 MONTHS 5175 Hrs.
Heavy Duty Hskpng. Aide/ Porter	Oct. 11/91	13.50		13.78	14.05	
	Jan. 1/92	13.42		13.69	13.96	
	Oct. 11/92	13.77		14.06	14.33	
	Jan. 1/93	13.85		14.14	14.41	
	Apr. 1/93	13.95		14.24	14.51	
-----						
Orderly	Oct. 11/91	14.03		14.21	14.39	14.57
	Oct. 11/92	14.31		14.49	14.68	14.86
-----						
Cook Washperson	Oct. 11/91	13.72		13.99	14.26	
	Oct. 11/92	13.99		14.27	14.55	
-----						
R.N.A	Oct. 11/91	14.75		14.88	14.94	15.03
	Jan. 1/92	14.79		14.96	15.08	15.21
	Oct. 11/92	15.09		15.25	15.38	15.50
	Jan. 1/93	15.26		15.40	15.53	15.65
	Apr. 1/93	17.18		17.36	17.54	17.72
-----						
Non-Reg. Food Supervisor	Oct. 11/91	13.92		14.25	14.54	
	Oct. 11/92	14.20		14.54	14.83	

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>DATE</u>	<u>START</u>	<u>6 MONTHS</u> <u>862.5 Hrs.</u>	<u>12 MONTHS</u> <u>1725 Hrs.</u>	<u>24 MONTHS</u> <u>3450 Hrs.</u>	<u>36 MONTHS</u> <u>5175 Hrs.</u>
Chief Cook Storesperson	Oct. 11/91	13.96		14.29	14.58	
	Jan. 1/92	13.93		14.25	14.54	
	Oct. 11/92	14.74		14.58	14.87	
	Jan. 1/93	14.35		14.69	14.98	
	Apr. 1/93	14.55		14.89	15.18	
-----						
Reg. Food Supervisor	cm. 11/91	14.43		14.90	15.38	
	Jan. 1/92	14.41		14.87	15.34	
	Oct. 11/92	14.72		15.20	15.69	
	Jan. 1/93	14.74		15.22	15.71	
	Apr. 1/93	16.69		17.17	17.66	
-----						
Groundskeeper	Oct. 11/91	14.38		14.72	15.02	
	Oct. 11/92	14.67		15.01	15.32	
-----						
General Maint. Person Maint. Planner	Oct. 11/91	14.88		15.23	15.53	
	Oct. 11/92	15.18		15.53	15.84	
-----						
Amb. Driver EMCA	Oct. 11/92	15.52		15.82	16.11	16.40
	Apr. 1/92	17.00		17.32	17.64	17.96
	Oct. 11/92	17.34		17.67	17.99	18.32

SCHEDULE "A"

CLASSIFICATION	DATE	START	6 MONTHS 862.5 Hrs.	12 MONTHS 1725 Hrs.	24 MONTHS 3450 Hrs.	36 MONTHS 5175 Hrs.
Amb. Driver/ Attendant Non EMCA	Oct. 11/91	15.20		15.45	15.80	16.09
	Apr. 1/92	16.64		16.96	17.28	17.61
	Oct. 11/92	16.97		17.30	17.63	17.96
-----						
Stationary Engineer	Oct. 11/91	16.09		17.07		
	Oct. 11/92	16.41		17.41		
-----						
Electrician	Oct. 11/91	16.46		17.44		
	Oct. 11/92	16.79		17.79		
	Apr. 1/93	17.79		18.79		
-----						
Supper Tray Person	Oct. 11/91	6.70				
	Oct. 11/92	6.83				
-----						
Cart Person	Oct. 11/91	6.76				
	Oct. 11/92	6.90				

MEMORANDUM OF UNDERSTANDING

RE: SHIFT PREMIUM

This Letter shall be attached to and form part of the Collective Agreement.

This Letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on \_\_\_\_\_.
3. Hospitals who were paying a shift premium on the 11:00 a.m. to 7:00 p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October 11, 1987. *§ #*

Signed at *Kirkland Lake* <sup>7th</sup> ~~Toronto~~ this 2<sup>nd</sup> day of February <sup>§ #</sup> May, 1989. *94/6*

FOR THE PARTICIPATING LOCAL UNIONS

*Suzanne Laville*  
*Andrew Snowden*

\_\_\_\_\_  
 \_\_\_\_\_

FOR THE PARTICIPATING LOCAL HOSPITALS

*Jim Taylor*  
*32 Paul*

\_\_\_\_\_  
 \_\_\_\_\_

APPENDIX 1

RE: LIABILITY INSUARANCE

Upon request of the Local Union, 3rd with reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

APPENDIX 2

LETTER OF UNDERSTANDING

In the term of the Collective Agreement between Kirkland and District Hospital and Service Employees Union, Local 478, Serivce 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 1725 hours worked

1 tie per 1725 hours worked

A winter jacket will be available in the Ambulance Department.

2 E.M.C.A. crests per 1725 hours worked

SIGNED AT <sup>7</sup> KIRKLAND LAKE, ONTARIO, this 1<sup>st</sup> day of February, 1994 ~~1995~~

FOR THE HOSPITAL

*Jim Fyfe*  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*Suzanne Smith*  
*Andrew Snowden*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

