

SOURCE	Asse		
EFF.	93	10	11
TERM.	95	10	10
NO. OF EMPLOYEES	40		
NOMBRE D'EMPLOYES	40		

COLLECTIVE AGREEMENT

BETWEEN

LENNOX AND ADDINGTON COUNTY GENERAL HOSPITAL
 (hereinafter called *the "Hospital"*)

Of the First Part

- and -

SERVICE EMPLOYEES UNION, LOCAL 183
A.F.L. - C.I.O. - C.L.C.
 {hereinafter called the "Union"}

Of the Second Part

EXPIRY DATE: OCTOBER 10, 1995

PART TIME

06097(06)

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE:	1
ARTICLE 2 - SCOPE AND RECOGNITION:	1
ARTICLE 3 - MANAGEMENT RIGHTS:	1
ARTICLE 4 - DEFINITIONS:	2
ARTICLE 5 - UNION SECURITY:	3
ARTICLE 6 - NO STRIKE/LOCKOUT:	5
ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES:	5
ARTICLE 8 - GRIEVANCE AND ARBITRATION:	8
ARTICLE 9 - SENIORITY:	12
ARTICLE 10 - JOB SECURITY:	14
ARTICLE 11 - JOB POSTING:	20
ARTICLE 12 - NO CONTRACTING OUT:	21
ARTICLE 13 - WORK OF THE BARGAINING UNIT	22
ARTICLE 14 - TECHNOLOGICAL CHANGE:	22
ARTICLE 15 - LEAVES OF ABSENCE:	23
ARTICLE 16 - HOURS OF WORK:	30
ARTICLE 17 - PREMIUM PAYMENT:	32
ARTICLE 18 - ALLOWANCES:	35
ARTICLE 19 - HEALTH AND SAFETY:	35
ARTICLE 20 - PAID HOLIDAYS:	37

ARTICLE 21 - VACATIONS:.....	37
ARTICLE 22 - BENEFITS FOR PART TIME EMPLOYEES:	39
ARTICLE 23 - INJURY AND DISABILITY:	39
ARTICLE 24 - PROGRESSION ON THE WAGE GRID.	39
ARTICLE 25 - COMPENSATION:	40
ARTICLE 26 - ACCESS TO PERSONAL FILES:	41
ARTICLE 27 - BULLETIN BOARDS:	42
ARTICLE 28 - TIMEKEEPING ARRANGEMENTS:.....	42
ARTICLE 29 - PAY PROCEDURES.....	42
ARTICLE 30 - PRINTING OF CONTRACTS :	42
ARTICLE 31 - WORK APPAREL:	42
ARTICLE 32 - DURATION:	43
WAGE IMPLEMENTATION NOTE.....	45
PAY PROCEDURES AND JOB CLASSIFICATIONS.....	46
MEMORANDUM OF UNDERSTANDING	
LETTER OF INTENT RE: LIABILITY INSURANCE.....	49
APPENDIX C - RE: SHIFT PREMIUM	50
RE: ACCESS TO PENSION PLAN FOR PART TIME EMPLOYEES & TRADE CLASSIFICATION.....	51
APPENDIX A - MEMORANDUM OF UNDERSTANDING.....	52
RE: UTILIZATION OF RPN SKILLS.....	53

ARTICLE 1 - PURPOSE:

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Hospital and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of this Agreement so that there will not be any interference with the operation of the services rendered by the Lennox and Addington County General Hospital to the patients or the public.

ARTICLE 2 - SCOPE AND RECOGNITION:

2.01 Scope and Recognition Clause

The Hospital recognizes the Union as the exclusive Bargaining Agent for all employees of the Lennox and Addington County General Hospital, Napanee, Ontario, regularly employed for not more than twenty-four (24) hours per week, save and except professional **medical** staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, Supervisors, foremen, persons **above** the rank of Supervisors or foremen, chief engineer and office staff.

ARTICLE 3 - MANAGEMENT RIGHTS:

- 3.01 The **Union** acknowledges that it is the exclusive function of the Hospital to manage the Hospital and without affecting the generality of the foregoing.
- 3.02 To direct the operation of the Hospital in the best interests of the patients, the community and the employees both within and without the Bargaining Unit.
- 3.03 To formulate policies, rules and regulations which are not inconsistent with the provisions of this Agreement.
- 3.04 To introduce new practices and/or services; to expand, reduce, eliminate, change or modify present services and practices and to enter into contracts for buildings, repairs, equipment, supplies, materials and services.
- 3.05 To determine where, by whom, in what manner, at what time, under what conditions employees in the Bargaining Unit perform their duties within their **own** classification.

- 3.06 **To** determine in the interest of efficient operation and highest standard of service, job rating and classification, the hours of work, work assignments and methods of doing work, the number of personnel required, provided always that reasonable notice shall be given to the employee or employees involved of any change to be made.
- 3.07 To maintain order and discipline, to hire, assign, retire, classify, promote, transfer, demote, suspend or discharge or otherwise discipline employees for just cause, subject to the Grievance Procedure.
- 3.08 To instruct and direct employees in their duties, responsibilities, conduct and attitudes towards patients, visitors, Department Heads, Supervisors and other Hospital employees both within and without the Bargaining Unit.
- 3.09 **To** control the use of buildings, equipment, utensils, machinery, tools, materials, instruments, drugs, medicines, clothing, uniforms and all other articles or things belonging to the Hospital.

ARTICLE 4 - DEFINITIONS:

4.01 Temporary Employees

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, or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. 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 completed 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 conditions relating to such employment.

4.02 Definition

Wherever the term "employee" or "employees" is used in this Agreement, it shall be deemed to include males and females. Similarly, when masculine pronoun is substituted for the term "employee" or "employees", it shall be deemed to refer to females as well as males.

4.03 Category Definitions

- a) A regular **part** time employee is an employee who makes a commitment to be available for work on some predetermined basis and in respect of whom there is a predetermined schedule.
- b) A casual part time employee is defined as a person who is not prescheduled but is on call and is available to work as required by the Hospital.
- c) It is agreed that persons employed on a part time basis and who temporarily **work** as **fill** time relief will be covered under the **terms** of this Agreement. Temporarily shall be defined **as** not exceeding a continuous period of **twelve (12) weeks**, or in the case **of** a maternity leave, the period of such leave except that these periods may be extended in individual cases **as** agreed to between the Hospital and the Union.
- d) Definition of R.N.A.

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

To maintain their status as such, Registered Nursing Assistants are required to present to the Nursing Administration Office **by** March 1st of each year, their current certificate of competence.

ARTICLE 5 - UNION SECURITY:5.01 Union Dues

- a) **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.
- b) 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 the date of hire.
- c) 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.

- d) 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.

5.01 Union Dues

- e) 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 mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon completion of three (3) weeks' employment for the purpose of informing such employees of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises in a **room** designated by the Hospital, and the employees shall report to this room for interview during the interview period. All interviews shall be arranged with the Hospital's Chief Executive Official or his Representative.

5.03 Employee Lists

- a) In order to facilitate the operation of this Agreement, the Hospital **wil** supply to the Union, a list of employees acting in a Supervisory capacity, and will indicate by appropriate job titles the nature and extent of their authority.
- b) The Hospital agrees to furnish the Union, each month, with an up-to-date list of the names and addresses **of** the employees paying dues and of new employees hired in the classifications under this Agreement.

5.04 Relationship

- a) The terms and conditions of this Agreement will apply equally to all employees who are subject *to* the provisions thereof, and those employees, covered by this Agreement, who deal with the Hospital on an individual basis will not receive preferential treatment over those who deal with the Hospital through the Union.
- b) The Hospital and the Union agree that neither they nor their Agents, Representatives, Officers or members shall discriminate against any employee, or intimidate, threaten, coerce, or restrain him either because of his membership or non-membership, past, present, or future in the Union or any other lawful trade Union, or association of employees.

- c) All new employees shall be given a copy of the Collective Agreement at the time they *are* employed.

ARTICLE 6 - NO STRIKE/LOCKOUT:

- 6.01 This Agreement contains an orderly procedure for final disposition of all grievances. The Union recognizes that it is essential that there should be no interference with the services of the Hospital to the public and to its patients, and agrees, therefore, that it will not cause, direct or condone a strike or any other form of collective action which would interfere to any degree with the efficient operation of the Hospital during the term of this Agreement. If such action should be taken by the employees in the Bargaining Unit, the Union shall advise the employees that they should return to work and perform their usual duties. "Strike" or "lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

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 three (3) 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.

7.02 Union Stewards

- 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 number of Stewards and the areas which they represent are to be determined locally.
- g) Qualifications of Stewards

It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Negotiating Committee until after they have become permanent employees and have been placed on the seniority list.

7.03 Central Bargaining Committee

- a) In future central bargaining between the Service Employee's 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.
- b) 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 (1) employee from a Hospital be entitled to such payment.
- c) 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** Negotiating Committee comprising of four (**4**) members to be elected, or **appointed** from amongst employees in the Bargaining Unit, who have completed their probationary period.
- b) Where the Hospital participates in central bargaining the purpose of the Negotiation 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. Such Committee shall include part time representation.
- g) The Union shall advise the Hospital of the names of members of the said Committee as soon as they are appointed and shall subsequently inform the Hospital forthwith of any changes in its personnel.

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, 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 a 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 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 of 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.

8.05 Policy Grievance (Cont'd):

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 hereinafter 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 the 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 (2) 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 find 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 to 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

- a) *Part* time employees will accumulate seniority on the basis of one year's seniority for each seventeen hundred and twenty-five hours (1,725) worked in the Bargaining Unit as of the last date of **hire**, except as otherwise provided herein.
- b) Seniority will operate on a Bargaining Unit wide basis.
- c) 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.
- d) 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 employees' service and seniority shall be converted as at October 10, 1986, on the following basis:

$$\frac{\text{Employees' hours of service} \times 1,725}{1,950} = \text{converted hours of service.}$$

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 on the basis of seventeen hundred and twenty-five (1,725) hours for each year of full time 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 seventeen hundred and twenty-five (1,725) hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

9.03 Transfer of Service and Seniority(Cont'd):

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-hour **(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)** 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 Seniority - Local Provisions

- a) Employees who have worked less than three hundred and thirty-seven and one-half **(337.5)** hours shall be considered probationary employees and will have no seniority rights during this probationary period.
- b) Seniority lists of permanent employees shall be maintained by the Hospital for each non-interchangeable occupational group. Each list shall show the hours worked for each employee and his/her social insurance number.

- c) A copy of the seniority list will be supplied to the Union in January and July of each year.

9.05 Seniority – Local Provisions (Cont'd):

- d) If an employee is transferred permanently from one non-interchangeable occupational classification to another, the seniority previously acquired shall also be transferred, but in cases of temporary transfer, namely, in the case of a transfer for less than ninety (90) working days, the employee shall retain seniority in the original non-interchangeable occupational classification from which transferred.
- e) Effective February 28, 1995 part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.C.B. benefits on the basis of what the employee's normal regular hours of work would have been.

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 (3) 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 the 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 re-organization **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

In the event of a proposed lay-off at the Hospital, of a permanent or long term nature or the elimination of a position within the bargaining unit, the Hospital shall;

- i) provide the Union with no less than **six (6)** month's written notice of the proposed lay-off or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than six (6) months written notice of lay-off, or pay in lieu thereof.

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

10.03 Severance Pay and Retirement Options

10.03 Severance Pay

- a) 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.

NOTE: In accordance with the Mitchnick Board's supplementary award dated February 24, 1997, notwithstanding article 10.02, **notice** for the **purposes** of **severance** pay under article 10.03(a) is to be calculated on the basis of two (2) weeks per year of service to a maximum of twelve (12) weeks. **Thus** the **balance** of the notice referred **to above** will **be the** balance of up to **twelve (12)** weeks **as** applicable.

10.03 Retirement Allowance

- b) Prior to issuing notice of layoff, pursuant to article 10.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP. Within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. **An** employee who chooses this option forfeits her right to notice and **will** receive severance **pay** on the basis of one (1) weeks 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 **equa** to \$1000.00 for every year less than age 65, to a maximum of \$5000.00.

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

- 10.03 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 fifty-two (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) weeks 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 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 filed 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 finding of administrative expenses.

10.05 Layoff 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 layoff shall have the right to either:
 - i) accept the layoff; or
 - ii) displace an employee who has lesser Bargaining Unit seniority and who is the least senior employee in a lower or identical paying classification in the Bargaining Unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

- iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

- c) **An** employee shall have the opportunity of recall from a layoff 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 paragraphs above, the Hospital shall *not* act in an arbitrary or unfair manner.
- e) **An** employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become 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 layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. **An** employee who has been recalled to such a temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- k) **A** laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

ARTICLE 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 posting referred to in Article 11.01 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 Article 11.01 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 11.01, employees **in** other S.E.U. 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 11.01, and selection shall be made in accordance with Article 11.03 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 S.E.U. 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 11.03 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 this **Bargaining Unit** if, **as** a result of such contracting out, a layoff of **any** employees other than **casual part** time employees results **from** such contracting **out**.
- 12.02 Notwithstanding **the** foregoing, the hospital may contract out **work usually** performed by members of the bargaining **unit** without such **contracting out** **constituting** a breach of **this** provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:
- 1) to employ the employees thus displaced **from** the Hospital; and
 - 2) in doing so to stand with respect to that work, in the place of the Hospital for the purposes of the Hospital's Collective Agreement with the Union and to execute into an agreement with the Union to that effect.
- In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.
- 12.03 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

not applicable

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

The use of volunteers to perform Bargaining Unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.

13.04 Ratio of RN's to RPN's

At the time of considering whether or not to alter the ratio of RN's to RPN'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 Employer will assume the cost of tuition **and** travel. There shall be no reduction in wage or **salary** rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 14.04 Employees with one (1) or more years of continuous service who are subject to layoff 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 **Hospital** 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 Hospital 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 Hospital, 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 Hospital 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 Hospital shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

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

15.04 Pregnancy Leave - Part-time

- 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.

15.04 Pregnancy Leave – Part-time (Cont'd):

- d) **The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status**

Effective February 28, 1995 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 **ninety-three percent (93%)** 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 Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The **plan** provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993".

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 percent (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 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 employees 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) weeks of continuous service.
- b) **An** employee, who qualified 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 **of** confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently **verified** in writing.
- 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) **The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.**

Effective February 28, 1995 an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between **ninety-three percent (93%)** 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 Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in **respect** of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, 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 percent (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

not applicable

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) Delegation for Union business shall be considered a legitimate personal reason for leave of absence. The provisions of Article 15.07 of the full time Agreement shall jointly apply to both full time and part time employees.
- e) It is understood that such leave will **be** granted with due regard to the proper coverage in those Departments from ~~which~~ employees are requesting leave.

15.08 Personal Leave

The Hospital may grant leave of absence, without pay, to any employee for legitimate personal reasons, and any employees who are absent with such written permission shall not be considered to be laid off and their seniority shall continue to accumulate during their absence for the first thirty (30) days only.

ARTICLE 16 - HOURS OF WORK:

16.01 Daily and Weekly Hours of Work

It is understood normal hours include those **required** to accommodate the change from Daylight Saving Time **to** Standard Time and vice-versa, 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.

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

not applicable

16.04 Weekends ~~OFF~~

The Hospital will schedule one (1) weekend off in two (2). If the employee is required to work on a third and subsequent weekend, she will receive premium payment as defined for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- ii) such employee ~~has~~ requested **weekend** work, or was advised at the time of hire or when the job **was** posted that the regular schedule normally requires continuous weekend work; or
- iii) such weekend is worked as a result of **an** exchange of shifts with another employee; or
- iv) the Hospital **is** unable to comply due to a prohibition against scheduling split days off.

It **is** understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Hospital **and** the employees affected and approved by the Union.

16.05 Lunch and Meal Periods

Employees scheduled to **work** a seven and one-half (7 1/2) hour shift shall be allowed thirty (30) minutes for meals on their own time.

16.06 No Guarantee

The Hospital does not guarantee work for the following hours or any other hours.

16.07 Posting of Schedules

- a) Prescheduled employees covered by this Agreement shall not be regularly scheduled more than twenty-four (**24**) hours per week. However, such employees may be offered more work in any week, which the employee has the option of refixing. Refusal of such extra work will not prejudice the employee's status, and acceptance on an intermittent basis will not remove an employee from part time status. Schedules will be posted at least two (2) weeks in advance and will not be changed without the consent of both parties except in the case of emergency. It is agreed that part time scheduling will be done by equal distribution.
- b) Employees presently working on a prescheduled basis shall be categorized as regular part time employees.

16.08 Call In

Casual or regular **part** time employees may be utilized to cover absences resulting from illness, vacations, leaves of absence, etc., provided the time involved in any one (1) period does not exceed the provisions in Article 4.03, paragraph 3, of this Agreement.

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 the Wage Schedules of this Agreement.

17.02 Overtime Premium

- a) 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.
- b) It is understood and acknowledged that **the** Hospital has the right to require employees to perform reasonable authorized overtime work.
- c) Call back shall not be considered as hours **worked** for purposes of this Article.

- d) 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

Employees who report for work on any regular scheduled shift will be guaranteed at least three (3) hours of work or, if no work is available, will be paid for at least four (4) hours. An employee must accept available work **as** assigned within his job classification. This does not apply to part time employees who make individual arrangements for less than four (4) hours of work per shift.

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 **two** dollars **and** ten cents (\$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 **pay** 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-back pay shall cover all calls within the minimum four (4) hour 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 (2) call-back premiums within one (1) 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 forgoing 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 %) his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

Employees shall be paid 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 Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (\$.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.

17.08 Responsibility Outside the Bargaining Unit

When a 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.

17.09 a) Overtime - Lieu Time

not applicable.

b) Cancellation

In case of cancellation or change of a scheduled tour if the employee is not given at **least** four (**4**) hours notice of cancellation, the employee shall be entitled to four (**4**) hours' pay or four (**4**) hours' work within the classification at the option of the Hospital. Refusal by the employee to work in an assigned area will result in nonpayment of this provision.

17.10 Paid Time to Working Time

not applicable

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 four dollars (\$4.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.
- b) 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 four dollars (\$4.00) payment.

18.02 Uniform Allowance

The present arrangements with regard to the care and cleaning or laundering of uniforms and other apparel will be continued - that is uniforms will be supplied where required by the Hospital for use by all employees other than Registered Nursing Assistants and C.S.R. Aides. The laundering of all uniforms will be continued free of charge.

18.02 Uniform Allowance (Cont'd):

The above paragraph will include all maintenance personnel who will be required to wear uniforms.

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 and 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 providing 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 and 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 co-operation 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

not applicable

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-half (1 1/2) his/her regular straight time hourly rate for all hours worked on such holiday.
- b) The recognized holidays for this Agreement shall be:
- | | | |
|---------------------------|--|-------------------------|
| New Year's Day | Canada Day | Thanksgiving Day |
| Good Friday | Civic Holiday | Christmas Day |
| Victoria Day | Labour Day | Boxing Day |
| Easter Monday | Heritage Day (second Monday in February) | |
| Second Monday in November | | |

Should the Hospital be required to observe **an** additional paid holiday as a result of legislation, it **is** understood that one of the **existing** holidays recognized by the Hospital shall be established as the legislated holiday **after** discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted **above** remains unchanged.

- 20.02 **An** employee who is required to work on **any of** the above-mentioned Holidays, will be paid at the rate of time and one-half (1 1/2) his regular rate **of** pay.
- 20.03 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.
- 20.04 For clarification purpose of when a Holiday begins and ends, the first shift of the day shall be where the majority of hours are completed before 0800 hours.
- 20.05 There shall be no pyramiding of premium pay, overtime pay and paid Holiday pay.

ARTICLE 21 - VACATIONS:21.01 Part Time Vacation Pay

Subject to maintaining any superior conditions **concerning** vacation entitlement, vacation entitlement shall be as follows:

- i) **A** part time employee who has completed less than five thousand one hundred and seventy-five (5,175) hours of continuous service as of May 1st in the current year, shall receive four percent **(4%)** of gross earnings.

- ii) A part time employee who has completed five thousand one hundred and seventy-five (5,175) hours but less than thirteen thousand eight hundred (13,800) hours of continuous service as of May 1st in the current year, shall receive **six** percent (6%) of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for **six** percent (6%) of gross earnings shall be three thousand four hundred and fifty (3,450) hours of continuous service.

- iii) A part time employee who has completed thirteen thousand eight hundred (13,800) hours but less than twenty-five thousand eight hundred and seventy-five (25,875) hours of continuous service as of May 1st in the current year, shall receive eight percent (**8%**) of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for eight percent (8%) of gross earnings shall be ten thousand three hundred and fifty (10,350) hours of continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for eight percent (**8%**) of gross earnings shall be eight thousand six hundred and twenty-five (8,625) hours of continuous service.

- iv) A part time employee who has completed twenty-five thousand eight hundred and seventy-five (25,875) hours but less than forty-three thousand one hundred and twenty-five (43,125) hours of continuous service as of May 1st in the current year shall receive ten percent (10%) of gross earnings.
- v) A part time employee who has completed forty-three thousand one hundred and twenty-five (43,125) hours of continuous service or more as of May 1st in the current year shall receive twelve percent (12%) of gross earnings.
- vi) For the purpose of this Article, gross earnings include, in **part**, percentage in lieu of benefits and exclude vacation pay.
- vii) 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 Scheduling

- a) The vacation leave may not be accumulated from (1) one year to the next.
- b) All vacation periods will be arranged with an employee's Department Head, with consideration being given to the employee's wishes and to the needs of the Department,
- c) **The** computation of hours for vacation purposes shall be based on accumulated hours of seniority.

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 twelve percent (**12%**) 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 Hospital will pay the employee's wages for the day on which the accident occurs.

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 seventeen hundred and twenty-five (1,725) hours worked equals one (1) year of service.

- 24.02 Where, however, part time employees are on a single rate structure, the fill time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.
- 24.03 Employees hired prior to October 10, 1986, will be credited with the service they held under the Collective Agreement expiring November 15, 1985.
- 24.04 The Hospital shall pay the fill **cost** of any medical certificates required of an employee.

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) years of related experience **in** the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule **of** the Collective Agreement.

25.02 Promotion to a Higher Classification

not applicable

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 challenge's 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 comparison 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 Premium

Lead Hands will be paid \$0.144 cents per hour in addition to their hourly rate.

ARTICLE 26 - ACCESS TO PERSONAL FILES:

- 26.01 Upon written request to the Executive Director, an employee shall have an opportunity to view his personal file, for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of his Supervisor.

ARTICLE 27 - BULLETIN BOARDS:

27.01 The Hospital will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity.

ARTICLE 28 - TIMEKEEPING ARRANGEMENTS:

- 28.01
- a) Each employee shall conform to the timekeeping requirements of the Hospital. Failure to do so may be a cause for disciplinary action.
 - b) No allowance will be made for time on the record outside of the employee's scheduled working hours unless authorized on each occasion by the employee's Department Head.
 - c) Employees desiring to leave the Hospital premises prior to normal quitting time must obtain permission from their Department Head before leaving their work.

ARTICLE 29 - PAY PROCEDURES:

29.01 If the effective date for any increase in hourly compensation occurs between pay periods, the days of the new rate of pay will be included in the first practical pay period without undue delay.

29.02 Pay Days

Employees shall be paid once every two (2) weeks on a regular pay day. When the Banks or Trust Companies are closed on a regular pay day, wages will then be available on the preceding day on which they are open.

ARTICLE 30 - PRINTING OF CONTRACTS:

30.01 The Hospital agrees to pay fifty percent (50%) of the cost of printing contract in booklet form.

ARTICLE 31 - WORK APPAREL:

31.01 Uniforms and working apparel must be worn at all required times, and employees are expected to report to their working place at their starting times attired for the performance of their duties.

The uniforms and other apparel are the property of the Hospital, and must not be removed from the premises without permission.

31.02 Lockers

Locker facilities will be provided for the employees' convenience.

ARTICLE 32 - DURATION:

32.01 Renewal

- a) 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.
- b) It is understood and **agreed** that "local matters" ~~mean~~ those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the **parties** to this Agreement **as** being subjects for local bargaining directly between the **parties** to this Agreement. It **is** also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

32.02

This Agreement shall continue in effect until October 10, 1995, and will continue in effect from year to year thereafter unless either party gives to the other party notice, in writing, not earlier than three (3) calendar months nor later than one (1) calendar month prior to the **expiry** date of this Agreement of its desire to terminate or amend this Agreement.

- 32.03 For the purpose **of** the general wage increases, retroactivity shall be calculated on the basis of hours paid.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

SIGNED AT NAPANEE, ONTARIO this 17 day of June, 1998.

FOR THE HOSPITAL

1.A.1
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

WAGE IMPLEMENTATION NOTE

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

SCHEDULE "A"

PAY PROCEDURES AND JOB CLASSIFICATIONS

These rates apply only to "LICO" employees as defined by the Social Contract Act, 1993.

		HOURLY		
Registered Practical Nurse	LICO			
01/4/93 - 1%	15.970	16.090	16.224	
01/9/93 - .5%	16.050	16.171	16.305	
11/10/93 - 1%	16.210	16.333	16.468	
1/1/94 - Pay eq. .74/hr	16.950	17.073	17.208	
11/10/94 - 1%	17.119	17.243	17.380	
1/1/95 - Pay eq. .40/hr	17.519	17.643	17.780	
1/1/95 - Pay eq. .258/hr. added	17.777	17.901	18.038	
Stores Clerk	LICO			
1/4/93 - 1%	13.806	13.896	13.978	14.058
09/9/93 - .5%	13.875	13.965	14.048	14.129
11/10/93 - 1%	14.041	14.105	14.188	14.270
11/10/94 - 1%	14.154	14.246	14.330	14.412
Janitors	LICO			
01/4/93 - 1%	13.529	13.642	13.773	13.896
01/9/93 - .5%	13.596	13.710	13.842	13.965
11/10/93 - 1%	13.732	13.847	13.980	14.105
11/10/94 - 1%	13.870	13.986	14.120	14.246
Cook I (not in use effective April 1997)	LICO			
01/4/93 - 1%	13.855	13.970	14.099	14.222
01/9/93 - .5%	13.925	14.040	14.169	14.293
11/10/93 - 1%	14.064	14.180	14.311	14.436
11/10/94 - 1%	14.204	14.322	14.454	14.580

Cook II (Changed to Dietary Worker April 1997)		LICO		
01/4/93 - 1%	13.685	13.815	13.936	14.050
01/9/93 - .5%	13.753	13.884	14.006	14.120
11/10/93 - 1%	13.891	14.023	14.146	14.261
11/10/94 - 1%	14.030	14.163	14.288	14.404
Orderlies		LICO		
01/4/93 - 1%	14.141	14.262	14.379	14.511
01/9/93 - .5%	14.212	14.333	14.451	14.583
11/10/93 - 1%	14.354	14.477	14.595	14.729
11/10/94 - 1%	14.498	14.622	14.741	14.877
Aides - Dietary, Housekeeping, C.S.R.		LICO		
01/4/93 - 1%	13.519	13.633	13.763	13.896
01/9/93 - .5%	13.587	13.701	13.832	13.965
11/10/93 - 1%	13.723	13.838	13.970	14.105
11/10/94 - 1%	13.860	13.976	14.110	14.246
Maintenance - General		LICO		
01/4/93 - 1%	15.198	15.327	15.448	15.590
01/9/93 - .5%	15.274	15.403	15.526	15.668
11/10/93 - 1%	15.426	15.557	15.681	15.824
11/10/94 - 1%	15.581	15.713	15.838	15.983

WAGE SCHEDULE "B"

These rates apply only to "non-LICO" employees as defined by the Social Contract Act, 1993

		HOURLY			
Engineer - 4th Class	"non-LICO"				
01/4/93 - 1%	16.636	16.757	16.939	17.028	
Electrician	"non-LICO"				
01/4/93 - \$1.00 adj.	17.471	17.591	17.772	17.859	
01/4/93 - 1%	17.646	17.767	17.949	18.038	
Maintenance - General	"non-LICO"				
01/4/93	15.198	15.327	15.448	15.590	
Registered Practical Nurse	"non-LICO"				
01/4/93 - 1%	15.970		16.090	16.224	
01/1/94 - Pay eq. .74/hr	16.710		16.830	16.964	
1/1/95 - Pay eq. .40/hr	17.110		17.230	17.364	
1/1/95 - Pay eq. .423/hr added	17.533		17.653	17.787	
1/1/96 - Pay eq. .251/hr	17.784		17.904	18.038	

LETTER OF INTENT

RE: LIABILITY INSURANCE

Upon request of the Local Union, and 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.

SIGNED AT NAPANEE, ONTARIO this 17 day of June, 1998.

FOR THE HOSPITAL

LA1
[Signature]
[Signature]
[Signature]

FOR THE UNION

Linda Thayer
Peggy Sunstun
Marg Shepherd
[Signature]

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

RE: SHIFT PREMIUM


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

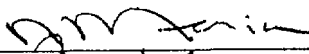
This Letter is to ~~confirm~~ the parties understanding that:

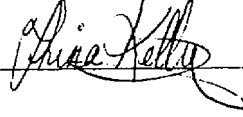
- 1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.

SIGNED AND DATED this 17 day of June, 1998.

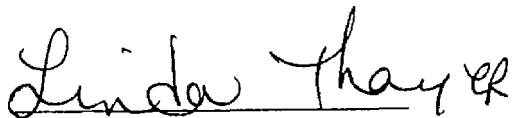
FOR THE HOSPITAL

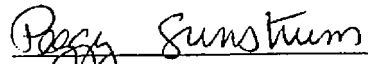


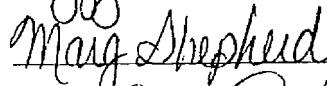


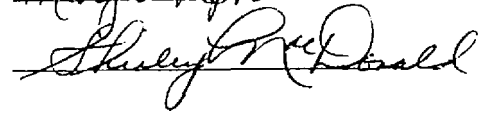


FOR THE UNION









LETTER OF UNDERSTANDING

RE: ACCESS TO PENSION PLAN FOR PART TIME EMPLOYEES AND TRADES CLASSIFICATIONS

The parties agree to reduce the percentage in lieu of benefits from fourteen percent (14%) to twelve percent (12%) effective one (1) month following the date of ratification. This reduction is to account for the fact that part time employees are covered by the Ontario Employee Health Levy (OHIP).

In regards to respect to the Hospitals proposed further reduction in percentage in lieu payment (four percent (4%) for any employee who is eligible and who chooses to be enrolled in the Pension Plan, both parties agree to accept the Belleville General Hospital arbitration award on the above, along with the fifty-five cents (\$.55) per hour increase for the trades classification.

SIGNED AND DATED at Napanee, Ontario, this 17 day of June, 1998.

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

FOR THE UNION

Linda Thayer
Peggy Sunstrom
Marg Shepherd
[Signature]

APPENDIX "A"

MEMORANDUM OF UNDERSTANDING

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

Pursuant to the Mitchnick interest arbitration award dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding **the** implementation of Article 10.01 and 10.04 for the term of the Collective Agreement.

SIGNED AT NAPANEE, ONTARIO this 17 day of June, 1998.

FOR THE HOSPITAL

LA.1
[Signature]
[Signature]
[Signature]

FOR THE UNION

Linda Thayer
Peggy Sunstrom
Marg Shepherd
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

LENNOX AND ADDINGTON HOSPITAL

AND

SERVICE EMPLOYEES UNION, LOCAL 183

RE: R.P.N. UTILIZATION

The Hospital agrees they will utilize the R.P.N.'s in added skills as set out as the minimum level requirements for the R.P.N.'s by the College of Nurses of Ontario.

The Hospital agrees to negotiate with the Union **any costs associated** with the up-grading of any skill required by the Hospital.

SIGNED AND DATED in WAPANUKE this 17 day of JUNE,
1998.

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]

FOR THE UNION

Linda Thayer
Peggy Sunstrom
Marg Shepherd
[Signature]