



**COLLECTIVE AGREEMENT**

SOURCE	HOSP.		
EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	162		
NOMBRE D'EMPLOYÉS	162		

BETWEEN:

**THE HOSPITAL COMMISSION  
SARNIA GENERAL HOSPITAL  
SARNIA, ONTARIO**

(hereinafter called the "Hospital")

OF THE FIRST PART

- and -

**LONDON AND DISTRICT SERVICE  
WORKERS' UNION, LOCAL 221  
S.E.I.U., A.F.L., C.I.O., C.L.C.**

(hereinafter called the "Union")

OF THE SECOND PART

**FULL TIME BARGAINING UNIT**

**EXPIRES MARCH 31, 1993**

58  
51  
2  
11  
11  
11  
11

05631(04)

## FOR YOUR INFORMATION

The International Union has a scholarship programme which offers one four-year scholarship of \$750.00 annually. For details of this programme contact the Union Office.

Local 220 also has a scholarship programme which provides two 3 year scholarships of \$500.00 annually. Information on this scholarship can be obtained at the Local 220 Union Office.

Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their Union dues payments are up to date.

The Assistance Fund of the Local Union helps members who are off work due to illness. Please make sure illnesses of 14 days or more duration are reported to the Union Office so that a gift may be sent to the member.

## UNION OFFICE

228 Clarence Street, London, Ontario  
Phone: 432-2661 - 432-2662 - 432-2663  
432-2664 - 432-2665

Paul Middleton  
Union Representative  
Lin Whittaker

Union Representative  
Roy Jacques

Union Representative  
Mary Kay Whitney  
Union Representative

Ken McLeod  
Union Representative

Brenda Rehkopf  
Union Representative

Stephanie Crawford  
Union Representative

Maria Lindsay  
Union Representative

Colleen Redmond  
Union Representative

Kirsten Bradley  
Organizer

Mike Morin  
Research Representative

Stana Edwards

Sheila Johnston

Jan Loveys

Eleanor Munro

Janice Morphy

Leslie Reid

Monica Schmoelzl

Irene Scully

Renata Tichy

## GRIEVANCE PROCEDURE

One of the most important functions of the Agreement is to guarantee that every member's grievance will be properly serviced, and our first point of emphasis to you is that you should study the grievance procedure contained in the Agreement and familiarize yourself with the following items:

- (a) Carefully **analyze** time limits within which action is to be taken.
- (b) Be sure that your grievance goes from Step No. **1** to **Step** ND. 2 and so on within the proper time limits.
- (c) Study the management function's clause in order that you **will** know what management's rights are.
- (d) Obtain all the necessary information concerning the facts pertaining to the **grievance** so that you will have them to use when dealing with management,
- (e) When filling in the grievance, be sure to state what settlement you want on the grievance.
- (f) Do you need assistance in **handling**? If so, get it
- (g) Should you need assistance phone your Union Representative at **432-2661**.  
432-2662 - 432-2663 432-2664 - 432-2665.

THE SIX IMPORTANT  
W'S  
IN EVERY **GRIEVANCE**

WHO	is involved in the grievance?	•
WHEN	did the grievance occur?	
<b>WHERE</b>	did the grievance occur?	
WHY	is this a grievance?	
WHAT	happened that caused the violation?	
WANT	what adjustments are necessary to completely correct the <b>grievance</b> ?	-

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#### ARTICLE 1 - **GENERAL PURPOSE**

- 1:01 The general ~~purpose~~ of this ~~Agreement~~ is to ~~establish~~ and maintain ~~collective bargaining relations~~ between the Employer and its ~~employees~~ within the ~~bargaining unit~~.
- 1:02 ~~Whenever~~ the singular or masculine ~~is~~ used in ~~this~~ Agreement, it ~~shall~~ be considered as If the plural or ~~feminine~~ has been used where the context 'of the party or parties hereto so ~~require~~.

#### ARTICLE 2 - **BARGAINING UNIT OR SCOPE OF AGREEMENT**

- 2:01 For the ~~purpose~~ of ~~this~~ Agreement, the term "employee" or "employees" shall mean only a Full ~~Time employee~~ or employees, ~~save~~ and except ~~professional medical~~ staff, graduate nursing staff, undergraduate ~~nurses~~, graduate pharmacists, undergraduate ~~pharmacists~~, graduate ~~dietitians~~, student ~~dietitians~~, technical personnel, ~~supervisors~~, ~~persons~~ above the rank of supervisor, office staff, ~~persons~~ regularly employed for not more than twenty-four ~~(24)~~ hours per week and ~~students~~ employed during the school vacation ~~period~~.
- 2:02 "Temporary employee" ~~shall~~ mean an ~~employee hired~~ for a ~~specific~~ assignment which shall not ~~exceed three (3)~~ months or ~~in~~ the case of ~~maternity~~ relief, the ~~duration~~ of the ~~maternity~~ leave. The term of the ~~specific~~ assignment may, ~~however~~, be extended by agreement of the parties. Temporary employees ~~will~~ not be covered by the terms of ~~this Collective~~ Agreement, but ~~will~~ continue to ~~be~~ covered by the terms of the Part ~~Time Collective~~ Agreement. A copy of the notice of ~~appointment~~ of ~~all~~ temporary employees shall be provided to the Local Union.
- 2:03 "Permanent Part ~~Time employee~~" ~~shall~~ mean an ~~employee~~ regularly employed for more than twenty-four ~~(24)~~ hours per week but ~~less than~~ Full Time employees. Permanent Part Time 'employees shall earn ~~vacation~~, paid holidays and sick leave entitlement on a prorated ~~basis~~ in accordance with hours worked as Permanent Part Time.

#### ARTICLE 3 - **RECOGNITION**

- 3:01 The Union ~~is recognized~~ as the sole ~~collective bargaining agency~~ for ~~all~~ employees of the ~~bargaining unit~~ ~~as~~ defined herein and the ~~Employer~~ undertakes that it will not enter into any other Agreement ~~with~~ employee-a as herein ~~defined~~, either individually or collectively, which ~~will~~ conflict with any of the provisions of this Agreement.

- 3:02 Both parties agree that there ~~will~~ be no intimidation, ~~discrimination, interference,~~ restraint or ~~coercion~~ exercised or practised ~~with respect~~ to the membership or activity in the Union, or non-membership of any employee in the Union, which is hereby ~~recognized~~ as a voluntary act on the part of the individual concerned.
- 3:03 Both ~~parties~~ agree that no employee of the Employer shall be ~~discriminated~~ against because of race, ~~creed~~, colour, sex, ~~nationality~~, ancestry, ~~place of origin~~, age or ~~marital~~ status.

#### ARTICLE 4 - UNION SECURITY

- 4:01 The ~~Hospital~~ shall deduct ~~an~~ amount ~~equivalent~~ to regular monthly ~~Union~~ dues for the term of this Agreement according to the following ~~conditions~~:
- (a) All ~~employees covered~~ by this Agreement ~~shall~~, as a ~~condition~~ of employment, have deducted from their pay each month an amount equivalent to the ~~regular~~ monthly ~~Union~~ dues.
  - (b) New ~~employees shall have~~ deductions made on the ~~first regular~~ deduction date following ~~completion of thirty (30) calendar~~ days of employment.
  - (c) ~~Union~~ dues ~~will~~ be deducted from the employee's pay on ~~the first~~ pay of each month ~~in~~ each calendar month and the ~~same shall~~ be ~~remitted~~ by the ~~Hospital~~ to the ~~Secretary-Treasurer~~ of the ~~Union~~ not later than ~~fifteen (15)~~ days ~~after such deductions~~.
  - (d) The ~~Hospital~~ agrees when ~~forwarding Union dues~~ to submit a list indicating the names and ~~classifications~~ and change of addresses of those employees for ~~whom deductions~~ were made, ~~showing~~ the amount deducted, as ~~well as~~ the names, ~~addresses, classifications~~ and dates of ~~hire~~ of those employees ~~hired in the preceding month~~.
- 4:02 Regular monthly ~~Union~~ dues referred to ~~in this article, shall~~ mean the regular monthly ~~Union~~ dues ~~uniformly~~ assessed ~~all~~ the members of the Union in accordance ~~with its constitution~~ and bylaws ~~as certified~~ to the ~~Hospital~~ in ~~writing~~ by the Union.
- 4:03 The ~~Union~~ shall indemnify and save the ~~Hospital harmless~~ with respect ~~to all~~ ~~Union~~ dues ~~so~~ deducted and remitted.
- 4:04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the ~~Hospital~~ for a ~~period of up to fifteen (15)~~ minutes

during the employ&s orientation **period** without loss of regular earnings. The purpose of the meeting **will be** to **acquaint** the employee **with** such **representative** of the **Union** and the Collective, Agreement. Such meetings **may** be arranged **collectively** or individually for employees by the Hospital **as** part of the orientation program.

- 4:05 T-4 **slips** issued annually to employees shall show deductions made for Union dues.
- 4:06 The **Hospital** will not contract **out** any work with the objective of effecting a lay-off or **reducing** the regular hourly rate of pay of any employee in the **bargaining** unit. The parties agree to consult on a monthly basis or as may be otherwise **mutually** agreed as to the Hospital's **requirements** for **the** contracting out of **services**.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5:01 There shall **be** no **strikes** or **lockouts** **so** long as **this** Agreement **continues** to operate. The word **"strike"** and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

#### **ARTICLE 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS**

- 6:01 The Union acknowledges that it **is** the exclusive **function** of the Employer to:
- (a) Maintain order, **discipline and efficiency** and generally **govern** the conduct of employees, and to **establish** and enforce **rules** and **regulations necessary** therefor. The Employer agrees that any such rules and regulations shall not conflict with the provisions of this **Agreement** and **will inform** the Union of changes **in rules** and regulations **directly** affecting employees' working conditions.
  - (b) Hire, discharge, transfer; promote, **demote, classify, or discipline** employees, **provided** that a **claim** of **discriminatory** transfer, **promotion, demotion or classification** or a claim that an employee who has completed **the probationary period** within the **bargaining** unit **has** been discharged or disciplined without a **reasonable** cause, **may be** the subject of a grievance and dealt with as hereinafter provided.



# **ARTICLE 7 - UNION COMMITTEE AND STEWARDS**

- 7:01 The Union shall have ~~the~~ right to elect or otherwise select a **Union Committee** of five (5) employee; it being ~~understood~~ that one (1) Committee Member ~~will~~ be from the Part Time **Bargaining Unit**. The ~~Employer~~ will **recognize** and deal with the said Committee on grievances ~~and~~ on any other matter properly arising out of this Agreement, including the negotiations for or renewal of this Agreement. It is agreed that the Union **Representative** of **Local 220** may be present with the Committee.
- 7:02 The Union shall elect from amongst employees eight (8) Stewards whose duties shall be to assist employees working in the department or area the Steward represents in presenting ~~their~~ grievances to the designated representative of the Hospital in accordance ~~with~~ the grievance procedure. The Union shall notify the Hospital in **writing** of the **names** of the Stewards selected and ~~their~~ areas of representation.
- 7:03 (a) The Union acknowledges and agrees that ~~members~~ of the Union **Committee** and Stewards have **regular duties** to perform on behalf of the Employer and that such persons will not leave their duties without first obtaining **permission** from the Supervisor ~~of~~ the Department or Unit ~~in~~ which they **are working** and upon completion of such duties shall report back to that **official**.
- (b) In accordance with ~~this~~ understanding in paragraph (a) above such employees shall **be** compensated by the Employer for ~~time~~ lost from regular hours of work ~~while meeting~~ with **representatives** of the **Hospital** in dealing ~~with matters~~ arising out of ~~this~~ Agreement.
- 7:04 'The **Union Committee** and the **Employer** shall ~~meet~~ each month at the **times** ~~mutually~~ agreed upon, providing; there ~~is business~~ for their joint **consideration**. Necessity for a **meeting** will be indicated by a letter from either party to the other party, containing an agenda of the **subjects** to be **discussed**.
- 7:05 The **Union** agrees to supply the **Employer** with the names of the Stewards and the members constituting the Committee and ~~will~~ keep ~~such~~ a **list** up-to-date at all times.
- 7:06 The Employer **agrees** to supply the Union **Office**, the **Union Committee Members** and Stewards with the names of Department Heads and **Supervisors** in Departments having employees covered by ~~this~~ Agreement and the names of the persons in the Management Committee. The list will be **provided** each **January** but the Hospital will give notice to the Union **Office** of **changes as they** occur so that the list can **be maintained in a current** position.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the Interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 8:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Department Head or Supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his Department Head or Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the Department Head or Supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of the Department Head or Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the Department Head or Supervisor to attempt to adjust his complaint.
- 8:03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

### **Step No. 1**

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his Department Head or Supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Head or Supervisor will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

### **Step No. 2**

Within five (5) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Director of Employee Relations (or his designate), who will deliver a decision in writing within five (5) calendar days of his receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

**Step No. 3**

Within five (5) calendar days following the decision under Step No. 2, the grievance must be submitted to the Executive Director (or his designate) to be discussed at a meeting between the Executive Director (or his designate), the said Steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Hospital at this stage if desired.

The Executive Director (or his designate) shall give his written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

If the employee wishes, he may submit a written grievance, In the form prescribed for Step No. 1, at Step No. 2 without first following Step No. 1. Where an employee decides to leave out Step No. 1, he must, nevertheless, first comply with the requirement of Article 8:02 and then must submit his written grievance at Step No. 2 within ten (10) calendar days following the decision of his immediate supervisor.

**8:04 Policy Grievance**

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step No. 3 within ten (10) working days, it may be submitted to arbitration In accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the grievance

**8:05 Discharge Grievance**

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employ& being notified of his discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and, the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

**8:06 Group Grievance**

Where two or more employees have **similar grievances** and each employee would **be** entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) calendar days of the event giving rise to the **grievances**. The grievances shall be **processed** as one grievance subject to all applicable **provisions** under the grievance procedure.

**8:07 All** agreements reached under the **grievance** procedure between the **representatives** of the **Hospital** and the representatives of the Union **will** be final and binding upon the Hospital and the Union and the employee or employees **involved**.

**ARTICLE 9 - ARBITRATION**

**9:01 If** the **Hospital or the** Union requests **that a grievance be submitted to arbitration, as** herein before **provided, it shall** make such **request** in writing addressed to the other party to **this** Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall **name** a nominee provided, however, **that** if such party **fails** to name a **nominee** as herein required, the Office of **Arbitration** of the **Ministry** of Labour of the **Province** of Ontario shall have **power to** effect such appointment upon **application** thereto by the party invoking the **arbitration** procedure. The two nominees **shall** attempt to select by **agreement** a Chairman of the Arbitration Board. **If** they are unable to agree upon such a Chairman **within a period** of fourteen (14) calendar days, **they** shall then request the **Office of Arbitration** of the **Ministry of Labour** of the Province of Ontario to **appoint** a Chairman.

**9:02 No** person **may** be appointed **as** an arbitrator who has **been** Involved in an attempt **to** negotiate or **settle** the grievance.

**9:03 No** matter may be submitted to **arbitration** which has not been carried through all requisite steps of the **grievance** procedure.

**9:04 The** Board of Arbitration shall not have any power to amend, alter, modify or add to any of the **provisions** of this **Agreement** or to **substitute** any new **provisions** for **any existing provisions**, nor to **give** any **decision inconsistent** with the terms and **provisions** of this Agreement.

**9:05 The proceedings** of the **Arbitration** Board **will be** expedited by the parties hereto **and the** decision of the **majority** and where there is no majority the **decision** of the **Chairman** will be final and binding upon the parties hereto and the employee or **employees** concerned.

- 9:06 Each of the parties hereto will bear the **expense of the nominee appointed** by it and the parties will share equally the fees and expenses, If any, of the Chairman of the Arbitration **Board**.
- 9:07 The time limits set out in both the grievance and arbitration **procedures** herein are mandatory and failure to comply **strictly** with such **time limits** except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section **44(6) of the Labour Relations Act**.

#### **ARTICLE 10 - PERSONAL FILE**

- 10:01 An employee shall upon written request have an opportunity to view his personal file. The information the employee may review will be:
1. **Application** form.
  2. Written **warnings** and evaluations.
  3. Incident **reports**.

#### **ARTICLE 11 - PROBATIONARY PERIOD, SENIORITY, TRANSFER AND PROMOTION**

- 11:01 An employee **will be considered** on **probation until** after he has completed forty-five **(45)** days of work **within** any twelve **(12)** calendar months. Upon **completion** of such probationary **period**, the employee's name **will be** placed on the appropriate seniority list **with** seniority dating **from** the date he was last hired by the Hospital. **Notwithstanding** anything in **this** Agreement, a probationary employee may **be** discharged at the **sole discretion of** and for any reason **satisfactory** to the Hospital and the **discharge of a probationary** employee shall not be subject to the **grievance or arbitration procedures**.
- 11:02 In the case of promotion, transfer, where the employees' qualifications and experience to perform the work of the job concerned are relatively equal, seniority shall apply.
- 11:03 **A copy of the seniority list** will be posted on the Union **Bulletin** Boards, **showing** the employee's name and seniority date and **will be brought up-to-date in March** and September of each year **according** to the records of the **Employer**. After **such** posting, the Seniority **Lists** shall **be** final except as to any employee who **disputes** under the **Grievance Procedure**, the **accuracy** of **his** seniority date **within thirty (30) days after the list is posted**. The Employer **agrees to supply** the **Union Office**, the Union Committee Members and Stewards with copies of the **seniority list** giving the list of names, **addresses** and **classifications** of the employees.

11:04 An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) **has** been **laid** off for the **lesser** of his length of seniority or twenty-four (24) calendar months;
- (b) **is** absent due to **disability** or illness or injury for a **period** of **thirty (30)** months or a **period equivalent to the** employee's length of seniority at **the time** the disability or **illness** or injury **commenced**, whichever is the **lesser**;
- (c) is absent **from** scheduled work for a **period** of three or more consecutive working days without notifying the Hospital of such absence and providing a **reason** satisfactory to the Hospital, and **failure** to notify **was** not due to circumstances **within** the employee's control;
- (d) fails to return m work upon the **expiration** of a leave of absence, for **reasons within** the employee's control, or **utilizes** a leave of absence for a purpose other than that **for which** it was granted unless excused by the **Hospital** in writing;
- (e) **fails** upon **being notified** of a recall m **signify his** intention m return **within** three (3) calendar days after he has **received** the **notice** of recall **mailed** by **registered mail** m the **last** known **address according** to the records of the **Hospital and** falls to report m work within seven (7) calendar days after he has received the notice of **recall** or such **further** period of **time** as **may** be agreed upon by the parties. It **is** the employee's **responsibility** to ensure **that his** home address **and** telephone number are current at **all times**. If the employee fails to do this, the **Hospital** will not be **responsible** for failure to **notify**.

- 11:05 (a) A member of the part time bargaining unit who **transfers** m the full time bargaining unit **as the result** of a Job **posting application will** be **credited** for seniority purposes, the number of hours worked in the part time bargaining unit on the basis of **1650** hours equals one year; 7 1/2 hours equals one **day**.
- (b) It **is** understood an employee transferring m the **full** time bargaining unit in a different **classification will** be required m serve a **full time** probationary **period** of forty-five (45) days worked.
- (c) A **part** time employee who **transfers** to the full time bargaining unit in the **same classification**, and who has not **completed** his/her probationary **period will** be given **credit** for hours **already** spent on probation to a **total** of **337.5** hours (**45 days** work&

**ARTICLE 12 - LAYOFF AND RECALL**

- 12:01 For the purpose of layoffs and recall, to employment, seniority shall be defined as continuous service with the Employer ~~since~~ the date of ~~last~~ hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond thirty (30) ~~calendar~~ days (except maternity leave) or illness in ~~excess~~ of ~~sixteen (16)~~ weeks, and period or periods of layoff.
- 12:02 (i) In the event of a layoff, ~~employees~~ with the least ~~seniority within~~ the classification in which the layoff takes place ~~shall be~~ laid off first, providing that the employees who remain on the job then have the ability to perform the work.
- (ii) ~~An~~ employee laid off pursuant to Clause :02 (i) shall have the option of accepting the layoff, or shall have the right to displace the least ~~senior~~ ~~employee~~ in the bargaining unit who:
- (a) ~~is~~ in a lower classification ~~having~~ the same or lower rate of ~~pay~~ than the laid off employee, and where the laid off employee ~~has~~ the ability and qualifications to perform the work of that ~~position~~, and ~~requires~~ no training other than ~~orientation~~; and
- (b) ~~has~~ less ~~seniority~~ than the laid off employee.
- (iii) Any persons ~~displaced~~ through this procedure ~~shall~~ themselves be entitled to ~~utilize~~ the procedure.
- 12:03 The ~~Hospital~~ shall ~~give~~ each employee In the ~~bargaining unit~~ who has acquired ~~seniority~~ and who Is to be ~~laid~~ off for a period of more than eight (8) weeks, notice In writing of ~~his~~ layoff in accordance with the following schedule:
- (a) Up to ~~two (2)~~ years' service - two (2) weeks' notice;
- (b) Two (2) years or more but less than ~~five (5)~~ years' service - three (3) weeks notice;
- (c) Five (5) years or more but less than ten (10) years' service - four (4) weeks notice;
- (d) Ten (10) years or more service - eight (8) weeks' notice.
- Service ~~shall~~ be calculated as stated above as of the date of the ~~proposed~~ layoff.

12:04 In all bargaining cases of layoff, the Hospital shall **give** each **employee** in the **bargaining unit** who has acquired **seniority** one (1) week's notice, provided, however, such **notice** shall not **be** required if the layoff **occurs because** of **emergencies** or any other condition beyond the reasonable **control** of the **Hospital**.

12:05 Where a **position** or **positions** become **available** in a classification or **classifications** in which the layoff occurred, employees who retain seniority **shall be** recalled to positions in **the classification** from which they were laid off or displaced as a result of the **exercise** of the **displacement** procedure set out in **12:02 above**, for a **period** of twenty-four (24) calendar months or **less**, in the order of their seniority, **provided** that he then has the **ability** to perform the available work.

12:06 No new **employee** **shall be hired** in the **classifications** in which a layoff has taken place **until** laid off employees, who **retain** seniority and are **eligible** for recall as **prescribed** by this Article, have **been** given the opportunity to return to work.

12:07 Article 12:02 (i) states:

"In the event of a layoff, **employees with** the least seniority within the **classification in which** the layoff takes place shall be **laid off first**, providing that the employees who remain on the **job** have the **ability** to perform the work."

Within the **proviso** set out in **12:02 (i) above**, it has **agreed** and understood by the **parties** the following procedure **applies**:

- (1) When **staff reduction is necessary** and the **staff reduction is** not in the area where the least senior employee **within** the classification is **employed**, the Hospital shall layoff the least senior employee in the bargaining unit within the **classification**, and shall then transfer to the position of the laid off employee the least senior employee **within** the classification in the area in which the staff reduction takes place.

**Example:**

The Hospital **finds** it **necessary** to reduce the number of **R.N.A.'s** on our Surgical Unit, 2 East, from 5 to 4. The **least senior R.N.A.** with the **R.N.A.** classification in the **bargaining** unit has 18 months seniority and works on 2 North.

The employee **laid off** will be the **R.N.A. on 2 North, with 18 months seniority**. The **R.N.A. on the 2 East Surgical Unit** with 6 years seniority **will be transferred** to the position of the laid off **R.N.A. on 2 North**.

If **staff reduction takes** place in the area in which the least senior employee **within** the **classification** works, this employee **will be laid off** and no transfer **will be** required.



- (2) If an entire work unit is to be closed, requiring the layoff of a number of employees within a **classification**, the least senior employees in the bargaining unit within the classification will be laid off. Employees working on the work unit which **is** to be closed who have seniority **sufficient** to avoid their being laid off, will be transferred to the **positions** of the laid off employees, the **most** senior employee **taking** the place of the least senior **laid off** employee.

**Example:**

**Surgical** Unit, 2 East **closes** down. Five (5) R.N.A.'s must therefore, **be** reduced from **staff**. Two (2) of the **five (5) R.N.A.'s** on 2 East are the least senior R.N.A.'s in the bargaining unit. They are laid off. The other three (3) R.N.A.'s to be laid off are **the** next three (3) R.N.A.'s with the least seniority in the bargaining unit. **The** remaining three (3) R.N.A.'s on 2 East who have seniority **sufficient** to avoid layoff will **be transferred** to the positions of the laid off employees, the **most senior R.N.A.** taking the least senior laid off R.N.A.'s **position**.

It is also **agreed** and understood the **Hospital** and the Union will meet prior to the implementation of the above to **review** the staff **reductions**, lay-offs and transfers.

**ARTICLE 13 - NEW CLASSIFICATION**

- 13:01 When a new classification (**which** is covered by the terms of **this** Collective Agreement) is established by the Hospital, the **Hospital** shall determine the rate of pay for such new **classification** and notify the **local Union** of the same. If the local Union challenges the rate, It shall have the right to request a meeting with the Hospital to **endeavour** to negotiate a mutually **satisfactory** rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new **occupational classification** and rate. Any **change mutually** agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was **given** by the Hospital. If the **parties** are unable to agree, the dispute **concerning the new** rate may be submitted to **arbitration** as provided in the Agreement within **fifteen (15)** days of such meeting. The **decision** of the board of Arbitration **shall be based** on the relationship established by comparison with the rates **for other classifications in the** bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the **Hospital**.

#### ARTICLE 14 - JOB POSTING

- 14:01 (a) It is mutually agreed that notices within the scope of the Bargaining Unit of any initial **vacancy occurring** or any new job **created** shall **be posted on** an approved **Bulletin** Board for seven **(7)** calendar days. The **filling** of such vacancy or new job created shall be **based** in accordance with **Article 11:02**.
- (b) Applicants must make **written** application for such vacancy by **submitting** it to the Human **Resources** Department during **normal** business hours **within** the seven day **period** set out In **Article 14:01 (a)** above. A list of **applicants will be provided to** the Union.
- 14:02 If no **employee** applies for the subsequent vacancy the Employer **will** accept **applications** from employees in the Part Time Bargaining **Unit** prior to giving consideration to **persons** not employed by the Hospital.
- 14:03 A vacancy **created** by the **filling** of the posted **initial** vacancy in a **department** shall be posted In accordance with **Article 14:01** but all **subsequent vacancies** In a department shall not be **posted** but **shall** be **filled** in accordance with **Article 11:02**. It is understood and **agreed** that an employee may **file** a written **application** with the Employer for up to two said subsequent **vacancies** in a department.
- 14:04 An employee **wishing consideration in** the event of a **position** in another part of the **Hospital** being **available**, may file such a written **application** for up to two **positions**. An employee who has tiled a **written application** for a **position** to **which another person is assigned will be informed** of the **reasons** that the employee **was** not assigned to the **position** concerned.
- 14:05 The successful **applicant's** name **will be** posted on the approved bulletin board immediately following their **selection**.

#### ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15:01 The standard work week **shall** be **thirty-seven** and **one-half (37 1/2)** hours and the standard work day **shall be** seven and one-half **(7 1/2)** hours, exclusive of an unpaid meal **break**, provided that employees complete their Seven and one-half **(7 1/2)** hours of work within an eight and one-half **(8 1/2)** hour period and the said thirty-seven and one-half **(37 1/2)** hours shall be **averaged** over the scheduling period for **all** employees.
- 15:02 (a) **Authorized** work performed in excess of an average of thirty-seven and one-half **(37 1/2)** hours per week or seven and one-half **(7 1/2)** hours per

day will be counted as overtime work and will be paid for at the rate of time and one-half computed at the prevailing rates for the employee's job classification. It is understood that overtime has to be authorized by the Department Head before overtime rates take effect. Employees required to perform such overtime work shall not be required to take time off during a normal working period in lieu of overtime work performed. There shall be no duplicating or pyramiding of overtime. Hour worked by an employee in any work week on which overtime rates have once been allowed shall not be used again in any overtime computation.

- (b) Where an employee who is regularly scheduled to work an average of 37 1/2 hours per week over the scheduling period, is called into work on a scheduled day off he shall be paid at the rate of time and one-half for all such hours worked.

15:03 Wherever possible, the Hospital will provide consecutive days off rather than alternate or staggered days. Also, the Hospital will endeavour where practicable to schedule an equal number of weekends off.

- 15:04 (a) On rotation of shifts, if an employee is required to work more than one shift within a 23 hour period, the hours worked in the second shift will be paid at time and one-half.

- (b) Where an employee works two consecutive shifts, he may request that his next scheduled shift be cancelled. The granting of this request shall be subject to the operational requirements of the Hospital, but shall not be unreasonably withheld.

15:05 It is understood and agreed that Article 15:01 has no application whatsoever to Permanent Part Time employees as described in Article 2:03. However, authorized work performed by a Permanent Part Time employee in excess of 37 1/2 hours per week or 7 1/2 hours per day will be counted as overtime work and will be paid for at the rate of time and one-half computed at the prevailing rate for the employee's job classification.

#### ARTICLE 16 - REST PERIODS

- 16:01 Regular Full. Time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7 1/2) hour shift.

Other employees (Including employees who work shifts in excess of seven and one-half (7 1/2) hours) shall be entitled to paid rest periods of fifteen (15) minutes

each for each **four (4)** hours of work during their **shift**.

#### **ARTICLE 17 - PAID HOLIDAYS**

**17:01** An employee ~~who has~~ completed **thirty (30)** days of employment and **otherwise qualifies** under **Article 17:04** hereunder shall receive the following paid **holidays**:

New Year's Day	<b>Civic Holiday</b>
Second Monday in February	<b>Labour Day</b>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
<b>Victoria Day</b>	<b>Christmas Day</b>
Canada Day	Boxing Day

**17:02** Should ~~the Hospital~~ be **required** to observe **additional** paid **holidays** as a result of **legislation**, It is **understood** that one of the ~~existing holidays~~ **recognized** by the **Hospital** shall **be established** as the **legislated** holiday after **discussion with** the Union, so that the **Hospital's** obligation to provide for **twelve (12)** paid holidays remains unchanged.

**17:03** Holiday pay is defined as the amount of regular straight time, hourly pay (**7 1/2 hours**) **exclusive** of **shift premium** which an employee would have **received** had he worked a normal **shift** on the **holiday** in question.

**17:04** In order to **qualify** for pay on a **holiday**, an **employee** shall complete a full **scheduled shift** on each of his working days **immediately preceding** and **immediately following** the **holiday concerned** ~~unless~~ the employee was absent due to:

- (a) verified illness or accident which commenced ~~in~~ the current or previous pay **period** in which the holiday **occurred**;
- (b) **layoff** for a **period** not exceeding five (5) calendar days, inclusive of the **holiday**;
- (c) a leave of **absence** for a period not **exceeding** five (5) **calendar** days, inclusive of the holiday;
- (d) vacation **granted** by ~~the Hospital~~;
- (e) the employee's **regular** scheduled day off.

- 17:05 An employee who **qualifies** under Article :04, and is required to work on any of the abovenamed holidays will, at the option of the Employer, receive either:
- (a) pay for all hours worked on such day at **the rate** of one **and** one-half (1 1/2) times his **regular** straight time rate of pay in addition to his regular straight time rate of pay, or
  - (b) pay at the rate of **time** and one-half the employee's regular straight time rate of pay for **work** performed on such **holiday** and a lieu day **off** at **regular** straight **time** rate of pay within either **thirty (30)** days before or **thirty (30)** days following the holiday. Such lieu day off to be selected by the **employee** and the Department Head by mutual **agreement**. Failing such mutual agreement, **the** lieu clay **will** be scheduled by the Department Head.
- 17:06 An employee who **is** scheduled to work on a **paid** holiday and who fails to do so shall **lose** his entitlement **to holiday** pay unless the employee provides a **reason** for such absence which **is** reasonable.
- 17:07 If a paid holiday falls during **an** employee's **vacation**, his vacation **shall be** extended **accordingly**, **provided the** employee **qualifies** for the holiday **pay**.
- 17:08 If a paid holiday **falls during** an employ&s regular day off, another day off shall be **selected** by the employee **and** the **Department** Head by mutual **agreement**, **providing** the employee **qualifies** for the holiday **pay**. **Failing** such mutual agreement, the lieu day will **be** scheduled by the Department Head.
- 17:09 A shift that begins or **ends during** the twenty-four **(24)** hour period of the above holidays where the **majority** of hours worked **falls within** the **holiday** shall be deemed to be work **performed** on the holiday for **the full period** of the shift. Likewise, a **shift** that begins or ends during the twenty-four **(24)** hour **period** of the above holidays, where **the** minority of the **hours** worked falls within the holiday shall be deemed to be work performed on a **regular shift** for the **full** period of the **shift and** no premium shall **be paid** for any hours worked on **such** shift.

#### ARTICLE 18 - WAGES

- 18:01 Wages shall **be paid** on an hourly **basis** of pay, **Wages** shall be spelled out for all classifications by a starting rate, an intermediate rate after six **(6)** months, and a maximum rate **after** one **(1)** year for each year of the contract and **paid in** accordance **with** Schedule "A".

18:02 All employees are **paid** every second Friday and there should be no variation of **advancing** pay to **employees**.

18:03 For the **purpose** of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time **rate** of pay is that **prescribed** in Schedule "A" - Wage **Rates**, of this Collective Agreement.

#### **ARTICLE 19 - SHIFT PREMIUM**

19:01 Effective April 1, 1990 a **shift differential** of **forty-eight cents (48)** per hour, (being a shift commencing at or after 3 **p.m.**) shall **be** paid to all employees.

19:02 Effective April 1, 1990, an employee scheduled on a shift commencing at a time different from the afternoon **shift (3:00 p.m. to 11:30 p.m.)** will **be** paid **forty-eight cents (48)** per hour shift differential for all hours worked after 3:00 p.m. It is understood and agreed that **this provision** does not apply to the regular day shift employees.

19:03 Effective January 19, 1990 a weekend premium of **forty-five cents (45)** per hour will **be paid** for each hour worked between **2400** hours **Friday** and **2400** hours Sunday.

#### **ARTICLE 20 - RESPONSIBILITY ALLOWANCE**

20:01 **Where** the Hospital temporarily assigns an **employee to** carry out the assigned **responsibilities** of a **classification outside** the bargaining **unit** for a period of one **shift** or more, the employee **shall** be paid, in **addition to his** regular hourly rate, a premium of **10%** of his regular **hourly** rate for each hour during which he **is** performing **said assigned responsibilities**.

#### **ARTICLE 21 - TRANSFERS**

When an employee **requests** and is **permitted** by the **Hospital** to transfer from one department **to another** he **shall be** paid as follows:

21:01 If he **is** being **paid** at the starting rate in his former **department**, he shall **be paid** the starting rate of the **classification** in the department **to** which he transfers and **receives** credit for one half of his prior service in **qualifying** for the **intermediate** and maximum rate.

- 21:02 On **transfer**, an employee who was being paid either the intermediate rate or the maximum rate in his former classification, **will** be paid one step below the intermediate or **maximum** rate, whichever is applicable. This rate **will** apply for one month, **after** which he will be paid a rate **applicable** to his new **classification** and his length of service.
- 21:03 An employee transferred or promoted as the result of a posting **will** be on probation for a **period** of thirty (30) calendar days. **The** employee's former **job** will not be held open during the probationary period; however, a **job** will be open to the employee within his former department in the event he fails to **successfully** complete the probationary period.

#### ARTICLE 22 - SICK LEAVE

- 22:01 The Hospital **will** provide a short term sick leave plan at least equivalent to that described in the current Hospitals of **Ontario Disability Income Plan** brochure. The Hospital **will** pay seventy-five percent (75%) of the **billed premium towards coverage** of eligible employees under the Long **Term Disability** portion of the plan (HOODIP or an **equivalent** plan), the employee paying the balance of the billed premium through **payroll** deductions. **The Hospital further agrees** to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and **subsequent** period of absence in any calendar year.
- 22:02 An employee **will** be **required** to **notify his** department **Supervisor** when he is ill and cannot report for work. **This** should be done **before** the starting hour of the day's **work** and, except **in** unusual **circumstances**, in no case later than one hour after the **usual** starting **time**. If no **supervisory** personnel **can be reached** within the employee's **department**, the message must be left with the switchboard operator at the **Hospital**. This message must **include** the employee's name, **position** and reason for **absence**. Employees should also ask the telephone operator's name in case of any **confusion in** the **delivery** of the message.
- Proof of illness **shall be** established in every case by a qualified **medical** practitioner, where **illness** is of more than **three** days' duration. Where **Employer's** visiting nurse certifies **illness**, **this** provision shall not apply unless the **visiting** nurse recommends a medical practitioner's report.
- 22:03 Only **continuous** service in the Full **Time** Bargaining Unit will be considered **for** the purpose of determining an employee's **eligibility** or entitlement **under** any part of HOODIP.
- 22:04 The parties acknowledge that **employees shall** in **all cases** comply **with Employee** Health **policies** and In cases where the employee has not **complied** with statutory

**requirements** for medical tests and clearances, then such employee shall not work **until** in compliance with such **statutory** requirements and such period of **non-**work shall **be** without pay.

The parties agree to **co-operate** in the **furtherance** of the goal of having employees who meet all **required** standards of health.

## **ARTICLE 23 - VACATIONS**

**23:01** Employees working for the Hospital in the twelve month **period** preceding **their** vacation entitlement date **shall** be entitled to vacation computed on the following **basis** according to the individual employee's length of continuous service:

Vacation entitlement is:

- (1) An employee **with** more than one **(1) year** of **continuous** service but less than eight **(8)** years of continuous **service as** of vacation **entitlement** date of any year **shall be entitled** to an annual vacation of three **(3)** weeks **with** pay at **his** regular **strought time** hourly **rate**.
- (2) An employee with more than eight **(8)** years of continuous service but less than **fifteen (15)** years of **continuous** service as of vacation entitlement date of any year **shall** be entitled to an annual vacation of four **(4)** weeks with pay at **his** regular straight time hourly **rate**.
- (3) An employee with more than fifteen **(15)** years of continuous **service** but **less** than twenty-five **(25)** years of **continuous service as of** vacation entitlement **date** of any year shall **be entitled** to an annual vacation of five **(5)** weeks with pay at **his regular straight time** hourly rate.
- (4) An employee who has completed more than twenty-five **(25)** years of continuous service as of vacation entitlement date of any year shall **be** entitled to an **annual** vacation of six **(6)** weeks with pay at his regular straight lime hourly rate.

Effective April **1, 1992**, the above vacation entitlement **will** be **changed** to:

- (1) An employee with more than one **(1)** year of continuous service but less than five **(5)** years of continuous service **as** of vacation entitlement date of any year shall be entitled to an annual **vacation** of **three (3) weeks** with Pay at his regular **straight** time hourly rate.



- (2) An employee with more than five (5) years of continuous service but ~~less than fifteen (15) years~~ of continuous service as of vacation entitlement date of any year shall ~~be~~ entitled to an annual vacation of four (4) weeks with pay at his ~~regular straight~~ time hourly rate.
- (3) An ~~employee~~ with more than fifteen (15) years of ~~continuous~~ service but less than twenty-five (25) ~~years~~ of continuous service as of vacation entitlement date of any year ~~shall be~~ entitled to an annual vacation of five (5) weeks ~~with~~ pay at his regular ~~straight~~ time hourly rate..
- (4) An ~~employee~~ who has ~~completed~~ more than twenty-five (25) years of continuous ~~service~~ as of vacation entitlement date of any year shall be entitled to an annual vacation of ~~six (6) weeks~~ with pay at his regular ~~straight time~~ hourly rate.

It is understood and agreed ~~that~~ in Article 23 "week" means a standard work week as defined in Article 15. Accordingly, the three ~~levels~~ of vacation entitlement ~~consist~~ of the following hours of scheduled work ~~time~~:

3 weeks	=	112 1/2	hours
4 weeks	=	150	hours
5 weeks	=	187 1/2	hours
6 weeks	=	225	<del>hours</del>

- 23:02 The time of vacation for each employee each year will ~~be~~ mutually arranged between the employees ~~and~~ the Employer, ~~provided~~ however that If there is a ~~dispute over~~ a respective vacation date between employees, seniority of an employee ~~shall~~ be the governing factor. In addition should the ~~parties~~ be unable to ~~mutually~~ agree upon the time, the ~~decision~~ will ~~be~~ that of the Employer. An employee shall be entitled to ~~receive~~ his/her vacation in ~~an~~ unbroken period, unless otherwise mutually agreed upon between the employee ~~and~~ the Employer.
- 23:03 An ~~employee's~~ vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (~~including~~ Workers' Compensation), leaves of absence or other unpaid ~~periods~~ (except leaves for Union business), which ~~absence~~ exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.
- 23:04 Vacations shall not be cumulative ~~from~~ year to year.
- 23:05 If the employee, by request in writing delivered to the Payroll ~~Officer In charge~~ of payroll of the ~~Hospital~~, at ~~least~~ fifteen (15) Payroll Department working days ~~prior~~ to the commencement of the employee's vacation, the ~~Hospital will~~ pay the employee, prior to the ~~employee~~ proceeding on vacation, the pay to ~~which~~ he is

entitled to **receive on** the paydays occurring during the employee's vacation period.

- 23:06 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

#### **ARTICLE 24 • LEAVES OF ABSENCE**

24:01 **Personal Leave**

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of one (1) month.

24:02 **Bereavement Leave**

In the case of death in the "immediate family" covered by this Agreement, an employer upon notification to the Hospital will be granted bereavement leave of up to five (5) consecutive days, commencing with the day following the day of death, without loss of regular pay for scheduled work for the purpose of attending and for making arrangements for the funeral. It is understood that in no case will the Hospital be required to pay bereavement leave for more than three (3) working days. The term "immediate family" means parent, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and grandparents-in-law.

An employee's parent shall be interpreted to include a person who stood in loco parentis to the employee and who reared the employee in place of his mother or father.

An employee's spouse shall be interpreted to include a person of the other sex with whom the employee al-habits in a conjugal relationship.

In the event of the death of an employee's mother, father, spouse or child, and it is impossible for the employee to attend the funeral, the employee shall be

granted leave in accordance with the first paragraph of Article 24:02.

24:03 **Pregnancy and Parental Leave**

- (1) **Pregnancy and Parental** leave will be granted in accordance with the provisions of the **Employment Standards Act R.S.O., 1990 c. E. 14** (as amended) except where amended in this provision.
- (2) The service requirement for eligibility for pregnancy/parental leave shall be thirteen **(13) weeks** of continuous service.
- (3) The employee shall give written notification one month prior to the commencement of the leave of her request for leave together **with** her expected date of return. At such time she shall **also furnish** the Hospital with her doctor's **certificate** as to pregnancy and expected date of delivery, if required.
- (4) The **employee** has the right to extend the pregnancy/parental leave to a maximum of **35** weeks in **accordance with** the Employment Standards Act **R.S.O., 1990 c. E. 14 (as amend&.** Written notice by the employee to extend the pregnancy/parental leave will be **given at** least two **(2)** weeks prior to the **termination** of the initially approved leave. **This notice** requirement will be shortened **in circumstances** where **medical complications occur** in the two **(2) weeks prior** to the **termination** of the initially approved leave.
- (5) It is understood that **during** a pregnancy/parental leave exceeding **thirty (30)** continuous calendar days, **credit** for service for **purposes of salary increment, vacation, sick leave, or any other benefits** under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata **basis** and the employee's anniversary date adjusted by the entire period of the absence. In **addition**, the employee **will** become responsible for **full** payment of **subsidized** employee benefits in which she **is** participating for the period of the absence.

**Notwithstanding** the above, the **Hospital** shall **maintain** its premium **payments** for **applicable** insured benefits until the end of thirty **(30)** **calendar** days **following** the date on which the leave commenced. However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (6) The employee shall reconfirm her intention to return to work on the date **originally** provided to the Hospital in (3) or (4) above by written notification received by the Hospital at least two **(2)** weeks in advance thereof.

**This** employee **shall be** reinstated in her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

- (7) An employee on pregnancy leave in accordance ~~with this~~ Article and who ~~is in receipt of Unemployment Insurance pregnancy benefits will be~~ entitled to be paid the difference between ~~75%~~ of her regular weekly wages (her straight time hourly ~~rate~~ multiplied by her ~~normal weekly~~ hours of ~~work~~) and the sum of her weekly Unemployment Insurance benefit and any other earnings.

Such payment shall commence following completion of the ~~two (2) week~~ Unemployment Insurance cheque ~~stub~~ as proof of receipt of Unemployment Insurance ~~benefits~~, and shall continue while the employee ~~is in receipt of~~ such benefits for a maximum period of fifteen (15) weeks.

To ~~maintain~~ entitlement to ~~this~~ payment, the employee must produce to the Hospital each of the employee's ~~Unemployment Insurance~~ benefits throughout ~~the~~ maximum period of fifteen (15) weeks.

#### 24:04 Adoption Leave

- (a) Where an employee with at least thirteen (13) weeks of ~~continuous service~~ ~~qualifies~~ to adopt a ~~child, such~~ employee may be entitled to a leave of absence without pay for a period of up to ~~eighteen (18) weeks~~ ~~duration~~. Such employee 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 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. Such ~~request~~ for adoption leave shall not be unreasonably withheld.
- (b) It is ~~understood~~ that during an adoption leave exceeding thirty (30) ~~continuous~~ calendar days, credit for service for purposes of ~~salary~~ increment, vacation, sick ~~leave~~, or any other benefits under any ~~provisions~~ of the Collective Agreement or elsewhere shall be ~~suspended~~, the ~~benefits concerned~~ appropriately reduced on a ~~pro-rata~~ basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee ~~will become responsible for full payment of subsidized employee~~ benefits in which he/she is ~~participating~~ for the period of the absence.

~~Notwithstanding~~ the above, the Hospital shall maintain ~~its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced.~~

However, credit for ~~seniority~~ shall not be suspended but shall accumulate during such leave.

- (c) This employee shall ~~be reinstated to his~~ former position ~~if available, or given a comparable position~~ at not less than ~~his~~ wages when he ~~began~~ his leave of absence.

24:05 Jury and Witness Duty

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

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

24:06 Union Leave of Absence

(1) Leave of absence for Union **business** shall **be** given without pay up to an aggregate **maximum** for **all** employees of **40** days provided such leave does not interfere with the continuance **of** efficient **operations** of the Hospital. Such leave shall be **subject** to the following **conditions**:

- (a) not more than eight **(8)** employees of the Hospital are absent on any such leave at the **same time**, and not more than two **(2) employees** from a department;
- (b) no **one** such leave of **absence** shall extend beyond two weeks;
- (c) a request must be **made In writing** at least two weeks prior to the commencement of the **function** for which leave is requested;
- (d) **such request** shall state the general **nature** of the function to be **attended**.
- (e) employees on **Union** Leave of Absence will be paid for such leave by the Hospital. **The Hospital will** then forward a statement of such wages to the **Local 220** Union Office for reimbursement of the stated **amount**.

24:07 Education Leave

- (1) Where employees are required by the Hospital to take courses to upgrade or **acquire** new employment qualifications, the **Employer shall** pay the **full**

costs associated with the courses.

- (2) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications,

**24:08 Effect of Leave of Absence**

In the event of an employee's absence without pay from the Hospital exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Hospital to prepay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above, where an employee is on sick leave or receiving Workers' Compensation Benefits or has qualified for Workers' Compensation Benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of six (6) months.

**Note:**

The Pregnancy and Parental Leave and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

**ARTICLE 25 • MAXIMUM ALLOWANCE**

**25:01** Employees shall not be called back for emergency overtime where there is an employee on the job who can perform the overtime work.

**25:02** An employee called back to work after leaving the premises who reports to work outside his normal, scheduled hours of work will receive, no matter what Period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half his regular, straight-time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

- 25:03 In lieu of call-back pay, an employee may take equivalent time off with pay at a mutually agreeable time within 30 days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 25:02.
- 25:04 Employees who report for any scheduled shift will be guaranteed at least three and three-quarters (3 3/4) hours of work, or if no work is available will be paid at least three and three-quarter (3 3/4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.
- 25:05 If an employee is called into work other than pursuant to Article 25:04 or Article 30:01 to replace an employee who fails to report at the commencement of his scheduled shift, and such employee reports within the hour of being called and works the entire rest of the scheduled shift, then such employee will be paid for the entire shift.

#### **ARTICLE 26 - UNIFORMS**

- 26:01 Where the Hospital requires an employee to wear a uniform, the Hospital shall either provide a uniform to the employee or provide to the employee a uniform allowance. The decision concerning which of the above is to be provided shall be at the sole discretion of the Hospital.
- 26:02 Where the Hospital decides to provide a uniform, it shall be selected and obtained by the Hospital and shall be of such style, texture and colour as may be designated by the Hospital.
- 26:03 Effective January 19, 1990 where the Hospital decides to provide an allowance, the allowance shall be twenty-seven cents (27) for each day worked and also for paid Hospital holidays pursuant to Article 17:01 and work days not worked because of paid vacation pursuant to Article 23. Where the Hospital decides to provide an allowance it may also determine the style, texture and colour of the uniform to be worn.

#### **ARTICLE 27 - TERMINATION OF EMPLOYMENT**

- 27:01 It is mutually agreed that employees severing their employment with the Hospital shall give the Employer one week's notice. The Hospital shall also give to each employee one weeks notice in case of lay-off or release except if discharged for cause.

27:02 Should the parties fail to comply with this clause, the Union Committee shall meet with the **Hospital** Committee to determine what action shall **be** taken for the said failure to comply with the above **section** provided, **however**, that the Hospital may discharge forthwith any employee for cause subject to the **provision** of Article **8:05** of **this** Agreement.

27:03 Any pay in lieu of vacation that is owing to an employee shall be determined on a pro-rata basis, namely, **4%, 6%, 8%, 10% or 12%** of earnings **as** applicable.

#### ARTICLE **28** - HEALTH AND WELFARE **PROGRAM**

28:01 (a) The Hospital will provide the Group Life Insurance Plan and will pay **100%** of the billed premium for present and future employees covered by the Plan at the **Sarnia** General Hospital. Employees without the Group Life Insurance Plan **will** not be affected.

(b) The Hospital **agrees** to pay **75%** of the billed premium for coverage of eligible employees **for** semi-private insurance for each employee in the employ of the Hospital eligible for coverage.

28:02 The Hospital **will** provide the Extended Health Care Plan **\$10/\$20** deductible, and **will** pay **100%** of the **billed** premium for present and future employees covered by the Plan at the **Sarnia** General Hospital. Employees without the Extended Health Care Plan coverage **will** not be **affected**.

Effective **December 1, 1988** the **Hospital** shall **contribute 75% of** the premium cost for Vision Care (**\$100.00** every two **(2)** years).

28:03 Effective April **1, 1990** the Hospital shall contribute **75%** of the billed premium toward coverage of eligible participating employees under the dental plan (**Blue Cross #9 - Current O.D.A. Fee** Schedule or its equivalent) **in** the active employment of the **Hospital** and such employees shall pay the remaining premiums through payroll deduction.

28:04 It is understood that the Employer may at any time substitute another carrier for any plan (other than **O.H.I.P.**) provided the **benefits** conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the **Union** to **explain** the **proposed** change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for **employees** covered **herein**.



- 28:05 In the event of a layoff of an employee, the Hospital shall pay its share of insured benefit premiums up to thirty ~~(30)~~ calendar days from the date on which the layoff occurs. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three ~~(3)~~ months following the end of the month In which the layoff occurs. Such payment can be made through the Payroll Office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges ~~with~~ the Hospital the appropriate payment schedule.
- 28:06 The Hospital agrees that all ~~benefit~~ plans will cover ~~dependants until~~ age ~~twenty-five (25)~~ while ~~still~~ attending post-secondary institutions or those dependants that have a disability.

#### **ARTICLE 29 - TOOL ALLOWANCE**

- 29:01 A Maintenance Man who is required by the Hospital to ~~provide~~ his own set of tools shall be ~~credited with~~ four dollars and eighty ~~cents (\$4.80)~~ per month or fifty-two ~~dollars and eighty cents (\$52.80)~~ per year for the purchase of tools, the purchases to be administered by the Hospital.

#### **ARTICLE 30 - STAND-BY PAY**

- 30:01 Effective December 1, 1988 employees designated by the Hospital as on Stand-by will be paid two dollars and ten cents ~~(\$2.10)~~ per hour for each hour of Stand-by. Stand-by pay shall cease when the employee ~~is~~ called ~~into~~ work.

#### **ARTICLE 31 - SUPERVISORS WORKING**

- 31:01 Supervisors and Hospital personnel above the rank of Supervisor shall not perform work normally performed by employees in the bargaining unit, ~~except~~ in the case of emergency or for the purpose of instructing employees.

#### **ARTICLE 32 - EXPERIENCE ~~RATING~~**

- 32:01 An employee ~~commencing~~ work with the Hospital who has had at least six ~~(6)~~ months verified experience in a General Hospital ending at any ~~time~~ during the previous twelve ~~(12)~~ months, ~~shall~~ receive the wage rate as set out in Schedule "A" with credit for his previous experience provided such previous experience was in the same ~~classification~~ in which he is employed by the Hospital.

**ARTICLE 33 - BULLETIN BOARDS**

33:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

**ARTICLE 34 - MEAL ALLOWANCE AND SHOE ALLOWANCE**

34:01 If an employee is required to work more than two (2) hours of unscheduled overtime, the Employer shall, at its discretion, provide either a meal allowance of five dollars (\$5.00) or a meal ticket. Overtime must be contiguous to a regular shift.

34:02 Safety shoes of a type and style to be determined by the Hospital shall be worn at all times while on duty by employees in the following classifications:

Emergency Medical Attendant  
Maintenance Man, Certified  
Maintenance Man  
Maintenance Helper  
Stores Person  
Stores Helper  
Dietary Stores Person  
Lab Assistant II  
Kitchen Person  
Kitchen Helper II

Effective April 1, 1991, the Hospital will provide an allowance of \$75 per pair. Replacement will be as required, but shall not be more frequent than once per year, except for reasons acceptable to the Hospital.

**ARTICLE 35 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE**

35:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

35:02 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 representative selected or appointed by the Union from

amongst bargaining unit employees.

- 35:03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 35:04 The Hospital agrees to cooperate reasonably in **providing** necessary information to enable the Committee to **fulfill** its function.
- 35:05 Meetings shall be held every **second month** or more frequently at the **call** of the chair if required. The Committee shall maintain minutes of all *meetings* and make **the** same available for review.
- 35:06 Any representative appointed or selected in accordance **with** :02 hereof shall serve for a term of one **calendar** year from the date of appointment which may be renewed for further **periods** of one year. Time off for such representative(s) to attend meetings of the **Accident** prevention - Health and Safety Committee in accordance with the foregoing **shall** be granted and any **representative(s)** attending such meetings during their **regularly** scheduled hours of work shall not **lose** regular earnings as a result of such attendance.
- 35:07 The Union agrees to endeavour to obtain the full cooperation of its membership in **the** observation of all safety rules and practices.

#### **ARTICLE 36 - PREMIUM PAYMENTS**

- 36:01 The premium payments **under** any of the terms of **this** Collective Agreement should not be duplicated or pyramided for the same **hours** worked.

#### **ARTICLE 37 - RETROACTIVITY**

- 37:01 The wage increase for all hours paid shall be effective on the listed **dates** and **shall** be retroactive as follows:

Employees at **work** on **both** April 1, 1991 and date of notice of ratification shall **receive** the wage rates **set** out **in** Schedule "A" of the Collective Agreement. Employees hired after the effective date shall be entitled to pro rata adjustment from the date of their employment.

Employees who have terminated **their** employment after April 1, 1991 shall have a period of thirty **(30)** days only from the date of execution of the **Collective** Agreement in which to claim from the Employer any **adjustments** to **their**



remuneration. The Employer shall be responsible to contact in writing, (with a copy to the Union Office), at their last known address, employees who have left its employ to **advise** them of their entitlement to any retroactive adjustment.

**Unless specifically** noted otherwise, all other amendments are effective upon date of ratification.

**37:02** The retroactive payments shall be made by separate payroll deposit to the employees so entitled **within 45** days of the Hospital being notified of the ratification/arbitration award.

#### **ARTICLE 38 - DURATION**

**38:01** This Agreement **shall** remain in effect until and **including March 31, 1993** and shall be **automatically** renewed from year to year thereafter **unless** either party notifies the other party in writing of its desire to amend or terminate this **Collective** Agreement.

SIGNED at Sarnia, Ontario this 13<sup>TH</sup> day of SEPTEMBER, 1994.

FOR THE UNION:

Carol Jean  
Simon Howard  
Karen White  
Lorne Kay Power  
Ronald Robinson

FOR THE HOSPITAL:

Paul Keefe  
Carol Robinson

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

**SCHEDULE "A"**  
**APRIL 1, 1991**  
**HOURLY WAGE RATE**

CLASSIFICATION	START	6 MONTHS	1 YEAR
Maintenance Person (Certified)	15.61		
Maintenance Person	14.35		
Orthopaedic Assistant***	13.87	13.97	14.06
EMCA - Unqualified	13.59	13.83	13.89
R.N.A.	13.52	13.62	13.71
Safety Security/Pharmacy Assistant	13.10	13.21	13.29
P.M. & Lab. Assistant - I	12.85	12.96	13.04
Head Cook*	12.85	12.96	13.04
Stores Person/Courier	12.76	12.86	12.96
Dietary Stores Person	12.76	12.86	12.96
Stores Helper	12.68	12.77	12.86
Lab Porter/SPD Porter	12.57	12.67	12.76
Maintenance Helper	12.52	12.64	12.72
Kitchen Person	12.52	12.64	12.72
1st Cook'	12.47	12.57	12.66
2nd Cook*	12.32	12.45	12.52
Sr. Lab Assistant**			13.19
Medical Lab. & Physical Med. Assistant	12.31	12.44	12.51
SPD Aide, Nurse Aide, O.R. Aide	12.04	12.14	12.23
Dark Room Attendant	12.04	12.14	12.23
Kitchen Helper - I	12.02	12.13	12.22
Emerg./Phys. Med./X-Ray Aides	11.97	12.06	12.16
Kitchen Helper - II	11.90	12.00	12.08
Unit Helper	11.90	12.00	12.08
Sr. EMCA			16.88
EMCA Qualified	15.77	16.01	16.07

\* Cook's with **certification** - If required, receive an additional 10 cents per hour.

\*\* Sr. Lab. Assistant - **\$0.678** cents per hour above Medical Lab. Asst.

\*\*\* Orthopaedic Assistant - **\$0.35/hour** above R.N.A. rate.


**SCHEDULE "A"**  
**OCTOBER 1, 1991**  
**HOURLY WAGE RATE**

CLASSIFICATION	START	6 MONTHS	1 YEAR
Maintenance Person (Certified)	16.21		
Maintenance Person	14.90		
Orthopaedic Assistant***	14.39	14.49 *	14.59
EMCA - Unqualified	14.11	14.36	14.42
R.N.A.	14.04	14.14	14.24
Safety Security/Pharmacy Assistant	13.60	13.72	13.80
P.M. & Lab. Assistant - I	13.34	13.46	13.54
Head Cook*	13.34	13.46	13.54
Stores Person/Courier	13.25	13.35	13.46
Dietary Stores Person	13.25	13.35	13.46
Stores Helper	13.17	13.26	13.35
Lab Porter/SPD Porter	13.05	13.16	13.25
Maintenance Helper	13.00	13.13	13.21
Kitchen Person	13.00	13.13	13.21
1st Cook*	12.95	13.05	13.15
2nd Cook*	12.79	12.93	13.00
Sr. Lab Assistant**			13.67
Medical Lab. & Physical Med. Assistant	12.78	12.92	12.99
SPD Aide, Nurse Aide, OR. Aide	12.50	12.61	12.70
Dark Room Attendant	12.50	12.61	12.70
Kitchen Helper - I	12.48	12.60	12.69
Emerg./Phys. Med./X-Ray Aides	12.43	12.52	12.63
Kitchen Helper - II	12.36	12.46	12.54
Unit Helper	12.36	12.46	12.54
Sr. EMCA			17.50
EMCA Qualified	16.38	16.63	16.69
<b>Effective January 1, 1992</b>	<b>Start</b>	<b>6 Months</b>	<b>1 Year</b>
EMCA Qualified (without Defib.)	17.62	17.89	17.96
EMCA Qualified (with Defib.)	18.05	18.32	18.39
Sr. EMCA (without Defib.)			18.77
Sr. EMCA (with Defib.)			19.20

- \* Cook's with certification - If required, receive an additional 10 cents per hour.
- \*\* Sr. Lab. Assistant - \$0.678 cents per hour above Medical Lab. Asst.
- \* ☐ Orthopaedic Assistant - \$0.35/hour above R.N.A. rate.

SCHEDULE "A"  
**APRIL 1, 1992**  
 HOURLY WAGE RATE

CLASSIFICATION	START	6 MONTHS	1 YEAR
Maintenance Person (Certified)	16.78		
Maintenance Person	15.42		
Orthopaedic Assistant***	14.88	14.98	15.09
EMCA - Unqualified	14.60	14.86	14.92
R.N.A.	14.53	14.63	14.74
Safety Security/Pharmacy Assistant	14.08	14.20	14.28
P.M. & Lab. Assistant - I	13.81	13.93	14.01
Head Cook* -	13.81	13.93	14.01
Stores Person/Courier	13.71	13.82	13.93
Dietary Stores Person	13.71	13.82	13.93
Stores Helper	13.63	13.72	13.82
Lab Porter/SPD Porter	13.51	13.62	13.71
Maintenance Helper	13.46	13.59	13.67
Kitchen Person	13.46	13.59	13.67
1st Cook*	13.40	13.51	13.61
2nd Cook*	13.24	13.38	13.46
Sr. Lab Assistant**			14.12
Medical Lab. & Physical Med. Assistant	13.23	13.37	13.44
SPD Aide, Nurse Aide, O.R. Aide	12.94	13.05	13.14
Dark Room Attendant	12.94	13.05	13.14
Kitchen Helper - I	12.92	13.04	13.13
Emerg./Phys. Med./X-Ray Aides	12.87	12.96	13.07
Kitchen Helper - II	12.79	12.90	12.98
Unit Helper	12.79	12.90	12.98
<u>Effective January 1, 1992</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
EMCA Qualified (without Defib.)	17.62	17.89	17.96
EMCA Qualified (with Defib.)	18.05	18.32	18.39
Sr. EMCA (without Defib.)			18.77
Sr. EMCA (with Defib.)			19.20

- \* Cook's with certification - If required, receive an additional 10 cents per hour.  
\*\* Sr. Lab. Assistant - \$0.678 cents per hour above Medical Lab. Asst.  
\*\*\* Orthopaedic Assistant - \$0.35/hour above R.N.A. 



SCHEDULE "A"  
OCTOBER 1, 1992  
HOURLY WAGE RATE

CLASSIFICATION	START	6 MONTHS	1 YEAR
Maintenance Person (Certified)	17.34		
Maintenance Person	15.94		
Orthopaedic Assistant**	15.37	15.48	15.59
EMCA - Unqualified	15.10	15.37	15.43
R.N.A.	15.02	15.13	15.24
Safety Security/Pharmacy Assistant	14.55	14.68	14.77
P.M. & Lab. Assistant - I	14.27	14.40	14.49
Head Cook*	14.27	14.40	14.49
Stores Person/Courier	14.18	14.28	14.40
Dietary Stores Person	14.18	14.28	14.40
Stores Helper	14.09	14.19	14.28
Lab Porter/SPD Porter	13.96	14.08	14.18
Maintenance Helper	13.91	14.05	14.13
Kitchen Person	13.91	14.05	14.13
1st Cook'	13.86	13.96	14.07
2nd Cook*	13.69	13.84	13.91
Sr. Lab Assistant**			14.58
Medical Lab. & Physical Med. Assistant	13.67	13.82	13.90
SPD Aide, Nurse Aide, O.R. Aide	13.38	13.49	13.59
Dark Room Attendant	13.38	13.49	13.59
Kitchen Helper - I	13.35	13.48	13.58
Emerg./Phys. Med./X-Ray Aides	13.30	13.40	13.51
Kitchen Helper - II	13.23	13.33	13.42
Unit Helper	13.23	13.33	13.42
<u>Effective January 1, 1993</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
EMCA Qualified (without Defib.)	17.97	18.24	18.33
EMCA Qualified (with Defib.)	18.40	18.67	18.76
Sr. EMCA (without Defib.)			19.14
Sr. EMCA (with Defib.)			19.57

- \* Cook's with certification - If required, receive an **additional 10 cents** per hour.
- \*\* Sr. Lab. Assistant - **\$0.678** cents per hour above Medical Lab. Asst.
- \* Orthopaedic Assistant - **\$0.35/hour** above R.N.A. rate.

ADDENDUM TO THE  
COLLECTIVE AGREEMENT

between

THE HOSPITAL COMMISSION  
SARNIA GENERAL HOSPITAL  
SARNIA, ONTARIO

(hereinafter called the "Employer")

OF THE ONE PART

- and -

LONDON AND DISTRICT SERVICE  
WORKERS' UNION, LOCAL 220  
S.E.I.U.

(hereinafter called the "Union")

OF THE OTHER PART

WHEREAS the Union is the **Bargaining** Agent for the Bargaining Unit of employees referred to in the **Ontario** Labour **Relations** Boards' Decision, dated November 1, 1971.

AND WHEREAS the employees referred to in **the Ontario** Labour Relations Boards' Decision were at that date employed by the Hospital Commission, **Sarnia** General Hospital.

AND **WHEREAS** the bargaining unit of employees are classified as Emergency Medical Attendant for the purpose of the **Collective** Agreement.

NOW THEREFORE the **following shall** be conditions of employment for the Emergency Medical Attendant of the Employer's Ambulance Service:

- (A) For the **purposes** of Service, Vacation and Sick **Leave** the parties **agree to recognize** the service of the Emergency Medical Attendant while employed by the **Sarnia** Ambulance Service;

- (B) A Steward **shall** be elected or appointed from amongst and to represent the Emergency Medical Attendant;
- (C) (i) Working provisions applying to Emergency Medical Attendants are as per the attached Letter of Agreement.
- (ii) All **calls** into work other than regular scheduled hours will be paid at time and one-half for every hour **worked. If** called in at any time to do one emergency **call** the Emergency Medical Attendant **will** be paid three **(3)** hours at time and **one-half** and leave after the call **is** completed.
- (D) The parties agree that the Employer **will** supply the uniforms as **follows**:
  - One winter parka
  - One tunic
  - Two pair summer **pants**
  - Two pair winter pants
  - One winter sweater

In **addition**, the Employer **will** furnish shirts and ties as determined by the Hospital; the Employer will provide an **allowance** for safety shoes as set out in the Collective Agreement Article **34:02**; and the Employer **will** dry dean trousers, **tunics** and parkas furnished by the Hospital.

- (E) Rates of Pay for Qualified Emergency **Medical** Attendant (**includes** ail bonuses and allowances) and **paid in** accordance with Schedule A.

**\*\*Unqualified Emergency Medical** Attendant shall **be paid in** accordance with Schedule "A".

- (F) Meals:  
Each employee shall be granted a meal allowance up to **\$7.00** upon presentation of a receipt when he is required to travel out of **Lambton** County during a meal time, or at the discretion of the employee's Supervisor.
- (G) It is agreed that **Dispatchers** exercise supervisory duties, and are excluded from the Bargaining Unit, and It is further agreed, subject to the requirements of the **operations** of the **Ambulance** Service that the Dispatchers **will** not perform work **normally** performed by the employees of the **Bargaining** Unit except in the **case** of emergencies, or **circumstances** beyond the control of the Hospital, or for the purpose of instructing employees.
- (H) It is agreed that this Addendum is to form part of the current **Collective** Agreement between the parties and that where the **provisions** of this Addendum

are in conflict or are inconsistent with the provisions of the Collective Agreement,  
the provisions of this Addendum are to govern.

SIGNED at Sarnia, Ontario this 13TH y of SEPTEMBER, 1994

**FOR THE UNION:**

Carol Jones  
Simon Chiswick  
Karen Lundy  
Sharon Kay Louie  
Robert D. Duggan

**FOR THE HOSPITAL:**

Chris Smith  
Carol Duggan

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE HOSPITAL COMMISSION, SARNIA GENERAL HOSPITAL  
SARNIA, ONTARIO**

**-and-**

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

**RE: WORKING PROVISIONS APPLYING TO EMERGENCY MEDICAL  
ATTENDANTS**

It is hereby agreed that the following working provisions shall apply to Emergency  
• Medical Attendants:

(1) Hours Of Work

The Standard work day for **Emergency** Medical Attendants **shall** be 12 hours of work inclusive of a **30 minute** paid meal period.

The standard day shift **shall commence** at **08:00** hours and end at **20:00** hours.

The standard **night shift** shall **commence** at **20:00** hours and end at **08:00** hours.

Such **designation** of the working day for the Ambulance Service, however, does not limit the scheduling of daily hours of work with **earlier** starting and **finishing** time should **circumstances** warrant a change in **the** scheduling of hours of work.

(2) WORK WEEK

Hours of work shall be scheduled over 3 six week rotations **with** work hours levelled on each **six** week schedule to **provide 40** hours of work per week. Employees **begin** work at Schedule **#1**, proceed **to** Schedule **#2** and then Schedule **#3**. On completion of Schedule **#3**, the employee rotates back to Schedule **#1**.

The normal hours of work are **37 1/2** hours per week, **7 1/2** hours **daily**, exclusive of unpaid meal period. It is understood and agreed where Emergency Medical Attendants are required to work **8** hours in a day they **will** be paid for such time at the regular straight time **hourly** rats of pay. (From the **1980** Memorandum of Agreement).

As in the above paragraph, Emergency Medical Attendants on 12 hour shifts are required by the Hospital to work the same hours per day, and, therefore, will be paid the straight time hourly rate for hours of work worked in excess of the levelled 37 1/2 hours per week up to and including the levelled 40 hours of work per week.

(3) **OVERTIME**

Authorized work performed in excess of the levelled 40 hours per week or 12 hours per day will be paid for at the rate of time and one-half the employee's straight time regular rate of pay.

(4) **SHIFT PREMIUM**

Shift premium shall be paid in accordance with the Collective Agreement on the basis of 4 hours shift premium when working the day shift and 12 hours shift premium when working the night shift.

(5) **CALL-IN**

Call-in pay shall be in accordance with the Collective Agreement.

(6) **STANDBY**

Standby pay shall be paid in accordance with the Collective Agreement.

(7) **PAY PERIOD**

The pay period for employees begins at 0800 hours on Tuesday and ends two weeks later at 0800 hours on Tuesday.

(8) **HOSPITAL HOLIDAYS**

Employees shall receive paid Hospital Holidays in accordance with the Collective Agreement.

An employee who is required to work on a paid Hospital Holiday shall receive pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternate day off either 30 days before or 30 days following the holiday based on the standard work day of 7 1/2 hours.

An employee who works on a paid Hospital Holiday, and elects not to take a lieu day off, shall receive in addition to his overtime pay for work performed on such holiday, 7 1/2 hours pay based on the standard work day at his regular straight

time hourly rate.

The 7 1/2 hour straight time pay will be paid in the pay **period** in which the paid Hospital Holiday falls.

(9) **REST PERIODS**

Rest periods shall be in accordance with the Collective Agreement.

(10) **VACATIONS**

Vacations shall **be** earned in accordance with the Collective Agreement. The vacation schedule in the Collective **Agreement shall** be converted into hours on the basis of one week equalling 37 1/2 hours, **which** is the standard *work week* of the **Collective** Agreement:

No more than two Emergency Medical **Attendants shall** be away at any given time for vacation.

The Emergency Medical Attendants **will** be **divided into** two groups for vacation planning. Seniority **will** apply in each group **for vacation scheduling**.

**Note:**

The conditions and **benefits outlined** in this schedule are **subject** to change in accordance with any **applicable** change **in the Collective** Agreement,

(11) **SICK LEAVE**

Each employee **shall** be entitled to **sick leave in accordance with** the Collective Agreement as follows. Any reference in the new plan to **days earned shall** be converted **into** equivalent hours on the **basis** of one **(1)** work day **equals** 7 1/2 hours (the standard work day of the Collective Agreement).

The Hospital **will** provide a short term sick leave plan at least equivalent to that described in the current Hospitals of **Ontario Disability Income** Plan brochure. The Hospital **will** pay seventy five percent (75%) of the **billed** premium **towards** coverage of eligible employees under the long term **disability** portion of the plan (HOODIP or an **equivalent** plan), the employee paying the balance of the **billed** premium through **payroll** deduction. The Hospital further agrees to pay employees an amount equal to any **loss of** benefits under **HOODIP** for the first two days of the fourth and subsequent period of absence **in** any calendar year.

An employee **will** be required to notify **his** department Supervisor when he is ill and cannot report for work. **This** should be done before the starting hour of the

day's work and, except **in unusual circumstances**, in no case later than one hour after the usual starting time. **If** no supervisory personnel can **be** reached within the employee's department, the message must be left **with** the switchboard operator at the Hospital. **This** message must include the employee's name, position and **reason** for absence. Employees should also ask the telephone **operator's** name in case of any confusion in the **delivery** of the message.

Proof of Illness shall be established in every case by a qualified medical practitioner, where illness is of more than three days' duration. Where Employer's visiting nurse certifies Illness this provision shall not apply unless the visiting nurse recommends a medical **practitioner's** report.

Only **continuous** service in the **Full Time** Bargaining Unit **will** be considered for the purpose of determining an employee's **eligibility** or entitlement under any part of **HOODIP**.

(12) **MANAGEMENT CRITERIA FOR TERMINATION OF 12 HOUR SHIFT SCHEDULE**

- (01) The **following criteria** are considered to be alone, or in **combination**, adequate reason for withdrawal by Management from the **12** hour shift schedule:
- (1) The additional cost of the **12** hour shift proposal exceeds costs of the 8 hour schedule.
  - (2) Amendments to the Collective Agreement which would make the **12** hour shift unmanageable.
  - (3) Passing of new Acts or Amendments to the **existing** Employment Standards Act which call for **overtime** premiums not now in existence.
  - (4) Unfavourable rulings or penalties being imposed by **The Workers' Compensation Board**.
  - (5) If **problems arise** related to provision of coverage for sickness, emergencies, etc., they will be reviewed by the Committee. **If** the problems cannot be resolved, Management reserves the right to cancel the **12** hour shift schedule.
  - (6) **Increased** worker fatigue caused by long hours of work, outside interests or other conditions.



(7) Deterioration of the safety, **sickness** or absenteeism experience.

(02) Resolution of Problem Areas

Since it is impossible to **anticipate all** of the **situations** and problems which may arise during the **12** hour shift schedule, it is understood that the Hospital will attempt to resolve any problems in the same manner as it did in the study leading to the initiation of the **12** hour shift system.

If resolution of a problem is not possible, either group can terminate the new schedule by giving **30** days notice.

Dated at SARNIA, this 13TH day of SEPTEMBER, 1994.

FOR THE UNION:

Robert Jean  
Simon Richard  
Karen Lunge  
Diana Kay-Towers  
Kevin D. Dutton

FOR THE HOSPITAL:

Mike [Signature]  
Carol Antonian

\*Revised to reflect contract changes

**LETTER OF UNDERSTANDING**

BETWEEN:

THE **HOSPITAL COMMISSION, SARNIA** GENERAL HOSPITAL  
**SARNIA, ONTARIO**

**- AND -**

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

**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 and such attendance is required on the employee's regular scheduled day off, the Hospital shall pay the employee her regular rate of pay for time spent in attendance at the court or inquest. The employee, in order to qualify for this payment, must comply with paragraphs a, b, and c of Article 24:05.**

**DATED at SARNIA, Ontario this 24th day of February, 1987.**

**FOR THE UNION:**

**K. Mathews**  
**Wendy Manzie**  
**B. McPhee**  
Dorothy Jay  
John Askin

**FOR THE HOSPITAL:**

**Marie J. McLachlin**  
Michael Jackson