

75 members

Unit No. 60, 60D

SOURCE	Union		
WEEKS	89	10	11
TERM.	9	10	10
NO. OF EMPLOYEES	75		
NOMBRE D'EMPLOYES	li		

COLLECTIVE AGREEMENT

BETWEEN

HURONIA DISTRICT HOSPITAL
(ST. ANDREWS HOSPITAL! MIDLAND, ONTARIO)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
AFL-CIO-CLC
SERVICE UNIT
FULL-TIME PART-TIME

EFFECTIVE: OCTOBER 11, 1989

EXPIRY: OCTOBER 10, 1991

OCT 31 1991

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COLLECTIVE AGREEMENT

BETWEEN

HURONIA DISTRICT HOSPITAL
(St. Andrews Hospital, Midland, Ontario)
(Hereinafter called the "Hospital")
OF THE FIRST PART

It is agreed that change of name and change of address of new Hospital shall be added to necessary clauses of Collective Agreement to cover all employees before and after transfer of St. Andrews Hospital, Midland to Huronia District Hospital in Tiny Township.

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 204
A.F. of L., C.I.O., C.L.C.
(Hereinafter called the "Union")
OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board did on the 3rd day of December, 1965, certify the Union as Bargaining Agent for certain employees of the Hospital; and

WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for all its employees in Midland, Ontario, save and except, professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, supervisors, foremen, persons above the rank of supervisor or foreman, 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 It is agreed that the term "technical personnel," as used in Section 2.01 above includes physiotherapists, occupational therapists, psychologists, electroencephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.

2.03 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees of the Bargaining Unit defined above unless the context otherwise provides.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement. The Hospital will furnish the Union and the Chief Steward copies of published Hospital rules and regulations prior to posting same on bulletin boards:
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The Hospital agrees that these functions will be exercised in a manner **consistent** with the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

4.02 (a) Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context **so** requires, and vice versa.

(b) **An** afternoon shift, or a night shift, shall be any shift which commences or ends between 2200 hours and 0200 hours.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

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

In consideration of the deducting of Union dues by the Hospital, the Union agrees to indemnify and save harmless the

Hospital against any claims or liabilities arising or resulting from the operation of this Article.

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

5.02 Interview Period

It is mutually agreed that a Union Representative shall be given the opportunity of interviewing each new employee who is not a member of the Union once during the third calendar month of employment for the purpose of informing such employee of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises, in a room designated by the Hospital, and the employees shall report to this room for interview, during the interview period.

5.03 Employee Lists

The Hospital is agreeable to including Social Insurance Numbers in checkoff lists and/or seniority lists currently being supplied to the Union pursuant to the provisions of the Collective Agreement where such information is presently available for each bargaining unit. To the extent that this cannot be reasonably accommodated through the computer system or, where the Hospital is on a manual system, the Union will be provided on a "one time basis only" with the Social Insurance Number for each employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired. In addition to the foregoing, the Hospital will supply the Union with the addresses of new employees when they are placed on the checkoff list for the first time.

Dues deductions and check off lists will be forwarded to the Treasurer of the Union before the 25th day of the each month.

5.04 Dues deductions are to be shown on the T4 slips.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 (a) During the term of this Agreement, the Hospital will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike or other individual or collective action which will interfere with, or in any way impair the services of the Hospital, and if employees engage in such action,

the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.

- (b) The definition of the term "lockout" and "strike" as used in Section (a) above, shall be in accordance with the Labour Relations Act R.S.O., 1964, Chapter 202, and amendments thereto.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than four (4) employees selected by the Union who have completed their probationary period provided that no more than three (3) members of the Grievance Committee, including the Chief Steward, shall be present at any meeting with the Hospital. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected

under this Article as well as the effective date of their respective appointments.

- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.
- (g) In order to provide proper representation for employees the Union will appoint a temporary steward to act in the place of any steward who is absent from work for a period of more than seven days. The Union will inform the Hospital of the name of the appointee.

7.03 Central Bargaining Committee

In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one representative from the bargaining unit shall be entitled to leave of absence to attend either the central negotiations (including caucuses) or only the central Union caucuses (including reasonable travel time).

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committees.

In future central bargaining between the Service Employees International Union and the participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending Central Negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of Arbitration. Upon reference to Arbitration, the Nego-

tiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee Members entitled to payment under this provision shall be seven,(7), and in no case will more than one (1) employee from a Hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of three (3) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no Loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

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

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

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

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

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

Step 1

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

Step 2

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

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

Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

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

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

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

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head, or his designate within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at Step 3 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

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

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

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

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

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

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

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

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will

be final and binding upon the parties hereto and the employee or employees concerned.

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

8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits **as set** out in this Article.

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days with the written consent of the Hospital, the probationary employee, and the President of the Local Union, or designate, **such** probationary period may be extended. Any extension agreed to will be in writing and will specify the **length** of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit **from the last** date of hire, **except** as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time, shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for

seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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

9.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for eighteen (18) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for twenty-four (24) calendar months from the time the disability or illness commenced.

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provision of the Collective Agree-

ment or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective April 10, 1989 the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective April 10, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an adoption Leave or an illness.

9.06 Upon completion of the probationary period, the employee's names shall be placed on the respective seniority list. A revised copy of each departmental seniority list shall be posted on the appropriate bulletin board and sent to the Union in May and November of each year. The following is a list of departments for seniority purposes :

1. Nursing
 - (a) R.N.A.
 - (b) Nurses Aide
 - (c) Orderly
2. Maintenance

9.07 In the case of the transfer of an employee to a different department, upon completion of three (3) continuous months of satisfactory service the employee's name shall be placed on the seniority list of the department to which he is transferred and credited with seniority from the date of such transfer. If the employee's services are not satisfactory in the new job and it is decided to return him to his previous position his seniority

rights and privileges shall, provided the employee is returned to his previous position within a period of three (3) months from his transfer, remain as they were prior to such transfer.

9.08 It shall be the duty of the employee to notify the Hospital promptly of any change in address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

ARTICLE 10 - LAYOFF AND RECALL

10.01 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 lay-off in accordance with the following schedule:

Up to one year's service	1 week's notice
1 year but less than 3 years' service	2 weeks' notice
3 years but less than 4 years' service	3 weeks' notice
4 years but less than 5 years' service	4 weeks' notice
5 years but less than 6 years' service	5 weeks' notice
6 years but less than 7 years' service	6 weeks' notice
7 years but less than 8 years' service	7 weeks' notice
8 years' service or more	8 weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will:

- (a) Provide the Union with no less than thirty (30) calendar days notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff
 - (ii) the service the Hospital will undertake after the layoff
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union

through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

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

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

10.04 An employee who is subject to lay-off shall have the right to either:

(a) Accept the lay-off or;

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

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do **so** will be deemed to have accepted the layoff.

10.05 An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

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

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04, and .05 above, the Hospital shall not act in an arbitrary or unfair manner.

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

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

10.09 It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid Holidays) after being notified to do **so** by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

10.10 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of Paragraph .09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

10.11 In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.

10.12 A laid off employee shall retain the rights of recall for a period eighteen (18) months from the date of lay-off.

10.13 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

10.14 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit **or** a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a **period** of five (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling

of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

11.02 The posting referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the **job**. No grievance may be filed concerning such temporary arrangements.

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of

such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

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

11.09 When an employee transfers to a lower paid job, he shall receive the wage rate in the salary range for the new job which is immediately below the rate which he was receiving prior to his transfer, provided that if he was receiving prior to his transfer the maximum rate in the salary range he shall receive the maximum rate of the salary range of the new job, and he shall progress within the new salary range in accordance with his length of service in the new job.

11.10 In the case of job openings for R.N.A.'s, applicants who have attended the theory and have received supervised practice and certification, will be given consideration for postings which require approved added nursing skills. However, when postings require added special skills outside the role which require hospital coverage, necessary theory will be included within orientation and the supervised practice will subsequently follow, as required, until competence is attained.

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

Note: The purpose of this clause is the protection of the work of the Bargaining Unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

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

13.03 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days notice of these plans and a special meeting of the Local Joint Job Security Committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ratio of R.N.'s to R.N.A.'s

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

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

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

14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operations. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

- (a) An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family. Immediate family means, parent, brother, sister, spouse, son, daughter,

son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent, mother-in-law, father-in-law.

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

15.02 Education Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without **loss** of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty (Full-time)

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;

- (b) presents **proof** of service requiring the employee's attendance;

- (c) deposits with the Hospital the full amount of Compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

.02 In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1 1/2) his regular straight time hourly rate subject to (a) (b) and (c) above.

Where an employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the **shift** to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

15.04 Maternity Leave

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

An employee on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub **as** proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of

such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying **her** regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (b) Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- (c) The employee shall give her Employer four (4) weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- (d) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks' notice of her intention to do **so** and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (e) The Employer may require the employee to begin the leave of absence at such time **as** in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- (f) The employee shall, if requested by the Employer, furnish medical proof of **her** fitness to resume **her** employment following the leave of absence.
- (g) Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

Credits for seniority shall accumulate during the period of the leave.

- (h) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer

such full premiums **as** fall due during the leave **so** as to insure continued coverage.

- (i) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- (j) An employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employees status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties on the same shift, in the same department and at the same rate of pay.
- (k) The leave of absence provided for under this Article shall be extended upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for a period of up to six (6) months following the date the leave commenced.

15.05 Adoption Leave

- (a) Where an employee with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to **a** leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time **as** required by the adoption agency concerned up to a maximum aggregate of six (6) months. 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 the pending adoption.
- (b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ~~seventy-five~~ seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum

period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (c) Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

Credits for seniority shall accumulate during the period of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave **so** as to insure continued coverage.

- (d) An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had the employee not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of **pay**.

15.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time and from any one area, and the number of days of absence shall be **as** provided elsewhere in the current local sections of the agreement (**unless** altered by Local Negotiations).
- (d) The Union undertakes that it will not request leave for more than six (6) employees at any one time and that such employees shall be from the various departments of the Hospital and there shall not be more than one (1) employee from any one (1) department;
- (e) No leave will be for a longer period of one (1) week at one (1) time.
- (f) The **total** leave for all employees shall not exceed four (4) weeks in a calendar year.
- (g) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract **year**, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.
- (h) It is understood and agreed that where such leave of absence is granted the Hospital will continue to pay the **employee(s)** for the period of the leave of absence and submit an account to the Union for the **employee(s)** wages for such leave of absence.

15.08 Personal Leave

The Hospital may, in its discretion grant leave of absence without pay and without **loss** of seniority to an employee for personal reasons. All requests for such leaves of absence will be in writing.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The working day for all full-time employees shall consist of seven and one-half (**7 1/2**) hours excluding the meal period. The meal period shall be an uninterrupted period subject to circumstances considered by the Hospital to constitute an emergency. The said seven and one-half hours shall be completed within an eight (**8**) hour period after commencing work.
- (b) The standard work week for all full-time employees shall be composed of thirty-seven and one-half (**37 1/2**) hours per week over a two week period scheduled by the Hospital, provided, however, that this does not constitute a guarantee as to the hours of work per day nor as to the days of work per week.

16.02 Rest Periods

- (a) All employees will be allowed two rest periods per day of fifteen (15) minutes duration without reduction in pay and without increasing the regular working hours. The fifteen (15) minute rest period shall be calculated from the time the employees leave their station of work, until they return to their station of work.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (**2**) days off between the change over of shifts.

16.04 Weekends Off

In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend, but not subsequent weekends shall be paid at the rate of time and one-half (**1 1/2**) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard, and shall not apply where:

(i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or

(ii) Such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or

(iii) Such weekend is worked as a result of an exchange of shifts with another employee; or

(iv) The Hospital is unable to comply due to a prohibition against scheduling split days off.

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

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

16.05 Employee's work schedules shall be posted by ~~the~~ 15th of each month, but at least two weeks in advance of the schedules becoming effective where practicable. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Department Head and the employee(s) concerned, provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts. It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

16.06 Employees will not be required to work more than seven (7) consecutive days without a day off except in emergency situations. Exceptions may be granted upon the mutual agreement of the Employee/Employer.

16.07 Where there are averaging hours of work over two (2) week periods that this two (2) week period has to be the same two (2) week period as the pay period.

16.08 The regular shift starting time shall not be altered without mutual agreement and prior discussion with the Grievance Committee.

16.09(a) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

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

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

16.11 If request for specific days off to be scheduled must be submitted up to and including the 10th of the month.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime (Overtime Premium)

- (a) Authorized work performed by full-time employees in excess of seven and one-half (7 1/2) hours per day or ~~seventy-five (75)~~ hours in a two-week pay period or in excess of seven and one-half hours in any day shall be paid for at the rate of one and one-half times the employee's regular rate of pay.
- (b) Employees shall be entitled to payment of time and one-half (1 1/2) the employee's basic straight time hourly rate for all authorized overtime worked in excess of seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed four (4) weeks.
- (c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- (d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

Employees who report for work at the regular starting time when they have not been notified previously not to do so and for whom regular work is not available shall be provided with four hours work or four hours pay in lieu thereof at their regular straight-time hourly rate.

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby.

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

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time of the first call, its shall be subject to a second call back premium, but in no case shall an employee collect two call-back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2 1/2) times his regular straight time hourly rate for all hours actually worked on such call back or three (3) hours pay at time and one-half (1 1/2) his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time

Employees who are absent on approved paid time off, during their scheduled work week, shall, for the purposes of computing overtime pay, be considered as if they had worked their regular hours during such paid absence.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

where an employee is required to and does work for three (3) or more hours of overtime beyond his/her normal shift, he/she shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide a meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollar (\$5.00) payment.

18.02 Uniform Allowances

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of seventy dollars (\$70.00) per year in a lump sum payment in the first pay period of November of each year.

18.03 Transportation Allowance

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain **standards** of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more **fre-**quently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one 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 **Acci-**dent Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time **so** spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she **so** requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

Protective Clothing - The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1, 1988, and on that date for each subsequent year the Hospital will provide thirty-five dollars (\$35.00) per year to each full time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 The recognized holidays with pay for this Agreement shall be:

New Year's Day
Victoria Day
Dominion Day
3rd Monday in February

Good Friday
Thanksgiving Day
Civic Holiday
Christmas Day

Labour Day
Boxing Day

*Employees' Birthday
November 11

It is further agreed that in the event Heritage Day or some other day is proclaimed as a Statutory Holiday by the Government of the Province of Ontario, such day shall be substituted for the eleventh holiday provided for under this Collective Agreement, as the Hospital and the Union may agree upon, but due to the nature of the services necessary in a Hospital many of the employees may be required to work on these holidays.

20.02 In general, employees will alternate with each other in being absent from work on holidays, for instance an employee having Christmas Day off might not be allowed off on New Year's Day.

20.03 Employees preferences shall be considered before posting of schedules for any paid holiday, provided there is no delay in stating the preference.

20.04 To qualify for paid holidays as above, an employee must work his or her full regularly required shift immediately preceding, and his or her full regularly required shift immediately succeeding the holiday. In the event an employee is prevented from working the said shift immediately preceding and succeeding such holiday by reason of legitimate illness, lasting more than five (5) full working days such employee shall qualify for the paid holiday with pay. It being further understood and agreed that no employee shall receive holiday pay by this means for more than one paid holiday during any one illness except holidays over Christmas and New Year's in which case no employee shall receive pay for more than three (3) holidays.

20.05 If any of the above-named holidays occur on an employee's regular day off, or during his or her vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day may be added to the period of vacation of the employee if requested and agreed to by the Hospital. Employees may accumulate up to five such lieu days to be taken at a time agreed to by both the Hospital and the employee.

20.06 An employee required to work on any of the foregoing holidays shall be paid at time and one-half his **regular** straight-time rate of pay for time worked on such holiday in addition to any holiday pay to which he may be entitled or at the option of the Hospital the employee may be paid time and one-half for time worked and a day off in lieu thereof, or as a further option of the Hospital the employee may be **paid** his regular straight time rate **plus** a day and one-half off in lieu thereof. Failure to report for work assigned on such holiday shall disqualify an employee for holiday pay.

20.07 For the purpose of clarity, the regular holiday pay as defined in this Article will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at his regular rate of pay.

20.08 *The employee may celebrate the birthday with a day off by mutual agreement with the Supervisor at any time within five (5) days either side of the actual date.

20.09 The shifts classified as a Paid Holiday is that in which the majority of the hours worked fall within the actual Paid Holiday.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

An employee who has completed less than one (1) year of continuous service as of the June 30th in any year shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than three (3) years of continuous service **as** of June 30th in any year shall be entitled to two (2) weeks' annual vacation with **pay**.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of June 30th in any year shall be entitled to three (3) weeks' annual vacation with **pay**.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

An employee has completed eight (8) years but less than fifteen (15) years of continuous service **as** of June 30th in any year shall be entitled to four (4) weeks' annual vacation with pay.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for four (4) weeks vacation shall be six (6) or more years of full-time continuous service.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1990, the service requirement for four (4) weeks vacation shall be five (5) or more years of full-time continuous service.

An employee who has completed fifteen (15) or more years of continuous service as of June 30th of any year shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of June 30th of any year shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-five (25) or more years of continuous service as of June 30th of any year shall be entitled to six (6) weeks annual vacation with pay.

Vacation pay shall be calculated on the basis of the employees' regular straight, time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.02 Approved Leave of Absence During Vacation

Where an employees' scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick **leave**.

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.

21.03 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his date of separation.

21.04 Vacations shall, subject to the efficient operation of the Hospital or unless otherwise mutually agreed upon, be scheduled **between** May 1st and September 30th each year.

21.05(a) All vacation periods will be arranged with an employee's department head with consideration being given to the employee's wishes on a seniority basis and to the needs of the department.

- (b) Vacation preferences will be submitted by the employee to his Department Head in writing by March 15th. The Department Head will post the vacation schedule by April 15th. If no preferences are submitted by an employee by March 15th his vacation period will be allotted by the Department Head on the basis of departmental convenience only.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

- (a) The Hospital agrees to pay one hundred percent (**100%**) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross ~~Semi-Private~~ Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (**75%**) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective the first month after the date of ratification coverage will include vision care (maximum \$90.00 every 24 months) as well as hearing aid allowance (lifetime maximum \$500.00/individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

- (c) The Hospital agrees to contribute one hundred percent (**100%**) of the billed premium towards coverage of eligible employees in the active employ of the

Hospital under HOOGLIP or such other group life insurance plan currently in effect.

- (d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the first of the month after the date of ratification the Hospitals contribution to the Dental Plan will be 75%.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than O,H,I,P,) provided that the benefits provided thereby are substantially the same.

22.03 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

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

23.02 Disabled Employees

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

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

24.01.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equiva-

lent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

24.01.02 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. For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

24.01.03 Effective March 31, 1982 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,
- (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
- (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within

the meaning of The Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

24.01.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

24.01.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

24.01.06 Absences due to pregnancy related illness shall be considered sick leave under the sick leave plan.

24.01.07 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the **cost** of the benefit improvements contained in this Agreement.

24.02 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slot- ted in that step of the wage progression consistent with one (1) year's service or every two (2) years of related experience in the classification on the completion of the employee's proba- tionary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

When an employee transfers to a higher paid job he shall receive the wage rate in the salary range for the new **job** which is immediately above the rate which he was receiving prior to his transfer and he shall progress within the new salary range in accordance with his length of service in the new **job**.

25.03 Temporary Transfer

- (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he, was assigned from the com- mencement of the shift on which he was assigned the **job**.
- (b) An employee who is transferred temporarily by the Employer to a lower-rated job shall continue to be paid as though he was employed in the **job** classifica- tion from which he was transferred.

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt

of notice from the Hospital of such new occupational classification and rate, Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital, If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit having regard to the requirements of such classification.

- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality cause **such** classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25,05 Wages and Classification Premiums

The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedule "A" attached **hereto**.

ARTICLE 26 - RELATIONSHIP

26,01 **The** Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or nonmembership in the Union or because of his activity or lack of activity in the Union.

26.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Hospital, except as specifically permitted by this Agreement or in writing by the Hospital.

26.03 The Hospital and the Union agree that any employee covered by this Agreement may become a member of the Union if he wishes to do so or may refrain from becoming a member of the Union.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital will provide bulletin board space in areas designated by the Hospital for the purpose of posting notice regarding meetings and other matters restricted to Union activity. All such notices must be signed by a representative of the Local Union and submitted to the Administrator or his appointee for written approval prior to being posted.

27.02 A locked letter *box* will be provided on the Union Bulletin Board for mail. It will be constructed by the Maintenance Department.

ARTICLE 28 - PRINTING COST

28.01 The Hospital agrees to pay one-half the cost of printing the Collective Agreements, provided that style and quantity are mutually agreed.

ARTICLE 29 - ACCESS TO PERSONAL FILES

29.01(a) Each employee, by appointment, shall have access to his/her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of his/her supervisor and the union steward if he/she so requests. Each employee shall be given a copy of his/her evaluation.

(b) Letters of reprimand will be removed from the employee's record two (2) years from the date of reprimand.

ARTICLE 30 - IN-SERVICE TRAINING

30.01 Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, In-service and continuing education. The Hospital will endeavour to provide programs; programs will be posted **as** to their availability.

*

ARTICLE 31 - ROOM FOR UNION BUSINESS

31.01 Any request for a room will be granted. Requests for a room are to be made through the Director of Human Resources.

ARTICLE 32 - DURATION

32.01 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) **days** following notification for amendments succeeding, or any longer period which may be mutually agreed to.

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

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

32.02 This Agreement shall continue in effect up to and including October 10, 1991, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

Dated at Midland this 23rd of August 1991.

HURONIA DISTRICT HOSPITAL
(St. Andrews Hospital, Midland,
Ontario)

SERVICE EMPLOYEES INTER-
NATIONAL UNION Local 204,
AFL-CIO-CLC

[Signature]

Barbara Spooner

J. Adams

Larry Tuttle

J. Anne Bastedo

BS/JC

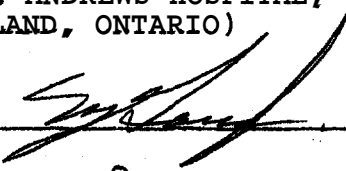
LETTER OF INTENT

Re: Liability Insurance

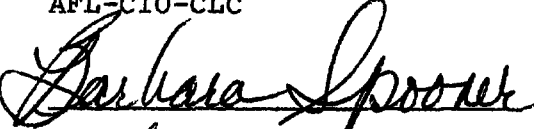
Upon request of the Local Union, and with reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

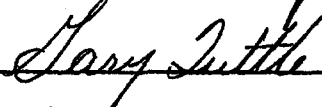
HURONIA DISTRICT HOSPITAL
(ST. ANDREWS HOSPITAL,
MIDLAND, ONTARIO)

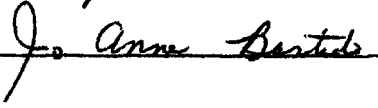
SERVICE EMPLOYEES INTER-
NATIONAL UNION. LOCAL 204
AFL-CIO-CLC



C. Hapkins







MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

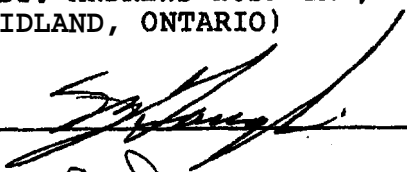
This letter shall be attached to and form part of the collective agreement.

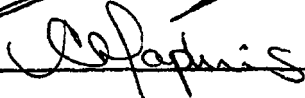
This letter is to confirm the parties understanding that:

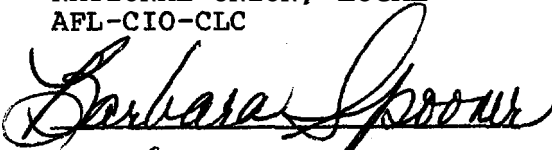
1. The 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 am. to 7:00 p.m. shift, the practice will terminate on .
3. Hospitals who were paying a shift premium on the 11:00 a.m. to 7:00 p.m.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

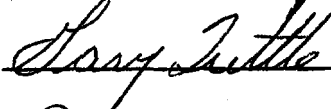
HURONIA DISTRICT HOSPITAL
(ST. ANDREWS HOSPITAL,
MIDLAND, ONTARIO)

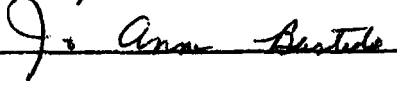
SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204
AFL-CIO-CLC











HURONIA DISTRICT HOSPITAL

SCHEDULE "A"

Classification	Oct 11/ 1989	Pay Equity Jan. 1/90	Oct 11/ 1990
*R.N.A.			
Start	13.44	14.23	15.49
1 Year	13.55	14.38	15.65
2 Year	13.72	14.54	15.82
Non-Registered N.A.			
Start	12.37		13.23
1 Year	12.52		13.39
2 Year	12.66		13.54
Technical Aide			
Start	12.24	12.67	13.55
1 Year	12.39	12.80	13.69
2 Year	12.53	12.96	13.87
Porter/Storeman			
Start	12.79		13.68
1 Year	12.93		13.83
2 Year	13.07		13.98
Porter			
Start	12.67		13.55
1 Year	12.80		13.69
2 Year	12.96		13.87
Linen Control			
Start	11.99	12.79	13.68
1 Year	12.33	12.93	13.83
2 Year	12.47	13.07	13.98
Linen Aide			
Start	11.90	12.67	13.55
1 Year	12.05	12.80	13.69
2 Year	12.18	12.96	13.87
Maintenance II			
Start	14.23		15.49
1 Year	14.38		15.65
2 Year	14.54		15.82
Maintenance III			
Start	13.74		14.70
1 Year	13.89		14.86
2 Year	14.04		15.02

*A premium of \$25.00 per month shall be paid to any employee assigned to morgue duties.

*Morgue Attendant: When called off of the floor to attend to Morgue duties, replacement on the floor.

HURONIA DISTRICT HOSPITAL

SCHEDULE "B"

Classification	Oct 11/ 1989	Pay Equity Jan. 1/90	Oct 11/ 1990
*R.N.A.			
Start	13.44	14.23	15.49
1725	13.55	14.38	15.65
3450	13.72	14.54	15.82
Non-Registered N.A.			
Start	12.37		13.23
1725	12.52		13.39
3450	12.66		13.54
Technical Aide			
Start	12.24	12.67	13.55
1725	12.39	12.80	13.69
3450	12.53	12.96	13.87
Porter/Storeman			
Start	12.79		13.68
1725	12.93		13.83
3450	13.07		13.98
Porter			
Start	12.67		13.55
1725	12.80		13.69
3450	12.96		13.87
Linen Control			
Start	11.99	12.79	13.68
1725	12.33	12.93	13.83
3450	12.47	13.07	13.98
Linen Aide			
Start	11.90	12.67	13.55
1725	12.05	12.80	13.69
3450	12.18	12.96	13.87
Maintenance II			
Start	14.23		15.49
1725	14.38		15.65
3450	14.54		15.82
Maintenance III			
Start	13.74		14.70
1725	13.89		14.86
3450	14.04		15.02

A premium of \$25.00 per month shall be paid to any employee assigned to morgue duties.

ADDENDUM TO AGREEMENT COVERING PART-TIME BARGAINING UNIT

Between:

HURONIA DISTRICT HOSPITAL, MIDLAND
(St. Andrews Hospital)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
Local 204, A.F. of L., C.I.O., C.L.C.

WHEREAS the Ontario Labour Relations Board did, on the 24th day of August, 1976, certify the Union as the bargaining agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the Full-Time Bargaining Unit Collective Agreement attached to this addendum will apply to the Part-time Unit, save and except **as** modified by this Addendum in the following manner.

1. Scope and Recognition

The Employer recognizes the Union as the sole bargaining agent for all employees in Midland, Ontario, regularly **employed** for not more than twenty-four (24) hours per week, save **and** except professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, supervisors, foremen, persons above the rank of supervisor or foreman, and office staff.

It is understood and agreed that employees covered by this Agreement must work their assigned hours unless prevented by illness or other justifiable cause or **unless** absent with permission of the Employer.

2. Union Security

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

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

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

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

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

3. Probationary Period

- (i) A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 worked hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.
- (ii) Service prior to April 1, 1979 will be based on the original date of hire. Additional service after April 1, 1979, will be based on the number of hours worked such that the employee who works more hours will earn more seniority. When calculating seniority, service prior to April 1, 1979 will be converted from actual months employed to hours worked as if the employee had worked full-time.
- (iii) Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

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

$$\frac{\text{Employees' hours of service}}{1950} \times 1725 = \text{Converted hours of service}$$

4. Layoff and Recall

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.

Up to one year's service	1 week's notice
1 year but less than 3 years' service	2 weeks' notice
3 years but less than 4 years' service	3 weeks' notice
4 years but less than 5 years' service	4 weeks' notice
5 years but less than 6 years' service	5 weeks' notice
6 years but less than 7 years' service	6 weeks' notice
7 years but less than 8 years' service	7 weeks' notice
8 years' service or more	8 weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will:

- (a) Provide the Union with no less than thirty (30) calendar days notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff
 - (ii) the service the Hospital will undertake after the layoff.
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in ser-

vice, any realignment of service or staff and its effect on employees in the bargaining unit.

In all other cases of layoff, the Hospital shall give each employee in the bargaining unit who has acquired seniority one week's notice provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification; providing that there remain on the job employees who then have the ability to perform the work.

An employee who is subject to layoff shall have the right to either:

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

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do **so** will be deemed to have accepted the layoff.

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

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

In determining the ability of an employee to perform the **work** for the purposes of Paragraphs .03, .04 and .05 above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

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

It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

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

In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

A laid off employee shall retain the rights of recall for a period of eighteen (18) months from the date of layoff.

Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this agreement.

5. Jury and Witness Duty

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

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

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

6. Adoption Leave

- (a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay **for a** period of up to seventeen (17) weeks duration or such greater time **as** may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such 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 the pending adoption.
- (b) Effective on confirmation by the unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub **as** proof that she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her

regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (c) Credit for seniority shall accumulate during the period of the leave on the basis of what the employee's normal regular hours of work would have been.

Credits for service shall accumulate while an employee is on adoption leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's regular hours of work would have been.

- (d) An employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred if she had not been on adoption leave the employee shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of pay.

7. Maternity Leave

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

An employee on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to

the commencement of the leave times her normal weekly hours.

- (b) Where the actual date of her delivery is later than the estimated **day** of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- (c) The employee shall give her Employer four (4) weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she **is** pregnant and giving the estimated day upon which delivery will occur in his opinion.
- (d) An **employee** may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks' notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (e) The Employer may require the employee to begin the leave of absence at such time **as** in its **opinion** the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work **is** materially affected by the pregnancy.
- (f) The employee **shall**, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.
- (g) Credits for service shall accumulate while an employee **is** on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

Credits for seniority shall accumulate during the period of the leave on the basis of what the employee's normal regular hours of work would have been.

- (h) An employee intending to resume employment with the Employer **is** required to advise the Employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employees status which would have occurred had **she** not been on maternity leave, the employee shall be reinstated to her former duties on the **same** shift, in the **same** department and at the **same** rate of pay.

- (j) The leave of absence provided for under this Article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.

8. Hours of Work

The hours of work and overtime shall be set out in Article 16 of the full-time Agreement, of which this Addendum is a part.

The Hospital will endeavour to schedule and/or call in part-time staff on a seniority basis.

- (a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

Employee's work schedules shall be posted two weeks in advance of the schedules becoming effective where practicable. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Department Head and the employee(s) concerned, provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts. It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

In scheduling shifts, the Employer will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each four week period. Where a weekend off is not granted within a four week period, time worked on the Saturday and Sunday of the fourth consecutive weekend worked shall be paid at the rate of time and one-half unless the Employer, notwithstanding its best efforts, was unable to meet this standard. This shall not be construed as requiring the Employer to hire additional staff. The foregoing shall have no applications where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

Article 17.05(c) of the full-time Agreement does not apply to any employee covered by this Addendum.

9. Paid Holidays

Paid holidays for part-time employees shall be recognized on the following basis:

(a) There shall be twelve (12) recognized holidays with **pay:**

New Year's Day	Good Friday
Victoria Day	Labour Day
Thanksgiving Day	Dominion Day
Christmas Day	Civic Holiday
November 11	Third Monday in February
Boxing Day	Employee's Birthday

If an employee works on one of the above-noted holidays, they shall receive time and one-half their hourly rate for all hours worked.

It is further agreed that any part-time employee who works on any of the paid holidays as outlined in the Employment Standards legislation and to whom (a) above does not apply, shall receive a minimum of time and one-half for all time worked on paid holidays.

10. Vacations with Pay

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

A part-time employee who has completed less than **5,175** hours of continuous service as of June 30th of any year shall receive **4%** of gross earnings.

A part-time employee who has completed **5,175** hours but less than **13,800** hours of continuous service as of June 30th of any year shall receive **6%** of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989**, the service requirement for **6%** of gross earnings shall be **3450** hours of continuous service.

A part-time employee who has completed **13,800** hours but less than **25,875** hours of continuous service as of June 30th of any year shall receive **8%** of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989**, the service requirement for **8%** of gross earnings shall be **10,350** hours of continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for 8% of gross earnings shall be 8625 hours of continuous service.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service or more as of June 30th of any year shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of (the date for determining vacation entitlement in each Hospital) shall receive 12% of gross earnings.

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

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

11. Sick Leave and Balance of Paid Holidays

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

The above 14% is to be paid in addition to any vacation pay and coincident with their vacation pay.

12. Wages

During the lifetime of this Agreement the Employer agrees to pay, and the Union agrees to accept on behalf of the part-time bargaining unit, the scale of wages as set out in this Addendum as Schedule "B" which is hereby made a part of the full-time Agreement.

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

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

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

13. Article 18.02 of the full-time Agreement does not have any application to this Addendum.

LETTER OF UNDERSTANDING

BETWEEN

THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

AND

THE HURONIA DISTRICT HOSPITAL

The parties agree that if there are any rate changes to male dominated job classes used as male comparators in the Pay Equity agreement signed April 3, 1991, and effective January 1, 1990, the collective agreement dated April 3, 1991, and effective October 11, 1989, will be amended accordingly.

Dated at MIDLAND, Ontario *23rd of August 1991*

FOR THE HOSPITAL

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

