

SOURCE	Hospital		
EFF.	93	09	30
TERM.	95	03	31
No. OF EMPLOYEES	44		
NOMBRE D'EMPLOYÉS	AMH.		

COLLECTIVE AGREEMENT

BETWEEN

THE HOPITAL GENERAL DE HAWKESBURY
AND DISTRICT GENERAL HOSPITAL INC.
(hereinafter called the "Hospital")

AND

THE UNITED STEELWORKERS OF AMERICA
(hereinafter called the "Union")

(FULL-TIME AND PART-TIME)

EXPIRES: SEPTEMBER 29, 1995

OCT - 8 1996

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ARTICLE 1 - PREAMBLE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

1.02 And whereas it is now preferable that the methods of negotiation and all other matters related to the working conditions of the employees are now written in an agreement.

The parties have therefore agreed that:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the services;

- d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Hospital recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees regularly employed by the Hôpital Général de Hawkesbury and District General Hospital Inc. in Hawkesbury, Ontario, save and except the Secretary of the President and Chief Executive Officer, the Secretary of the Vice-president of Fiscal Services, the Secretary of the Vice-president of Human Resources, the Secretary of the Vice-president of Patient Care Services, the Secretary of the Chief of Medical Staff, the Director of the Royal Comtois Centre, supervisors and persons above the rank of supervisor.

3.02 No Other Agreement

No employee will be obliged or authorized to conclude with the Hospital or its representatives any other verbal or written agreement which might be in conflict with the Articles of the present Collective Agreement.

3.03 Contracting Out

- a) 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.
- b) Employees who are not members of the bargaining unit shall not perform work on any jobs which are included in the bargaining unit, except for the purposes of instruction or in the case of emergency or when bargaining unit employees are not available.

3.04

Definitions

- a) "Full-time employee" shall be defined as an employee who regularly works 37.50 hours per week.
- b) Regular Part-Time Employee: Casual Employee
- i) "Regular part-time employee" shall be defined as an employee who is regularly scheduled to work less than thirty-seven and one-half (37 1/2) hours per week;
- ii) "Casual part-time employee" shall be defined as an employee who works on a relief or an ad hoc basis and may be called as required by the Hospital. The casual employee is required to make his availability or non-availability known to the Hospital when requested by the Director.
- iii) A casual employee who is not available for work when required by the Hospital for a period of three (3) months, will be terminated by the Hospital. This provision does not apply to an employee whose availability is affected by short-term or long-term disability or when the employee is in receipt of Workers' Compensation benefits.
- iv) The regular hours of part-time employees may be extended by mutual agreement without changing their status as part-time employees.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 a) The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, political or religious affiliation, family status or handicap.
- b) The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

ARTICLE 5 - UNION SECURITY

5.01 Union Members

A new employee who is not a member of the Union on signing of this Agreement must become a member of the Union within thirty (30) days following his hiring.

5.02 The Hospital shall deduct from the pay of each member of the bargaining unit, each pay period, such union dues fees and assessments as prescribed by the constitution of the Union.

5.03 Remittance of Union Dues

Dues and initiation fees so deducted shall be remitted along with a list of the names of employees from whom such deductions have been made prior to the fifteenth (15th) day of the month following the month for which the dues are payable to the International Treasurer, United Steelworkers of America, P.O. Box 13083, Postal Station A, Toronto, Ontario M5W 1V7.

The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made, the total gross amount earned by each employee and the total amount deducted for the month along with form R115 to the International Union.

5.04 The Union agrees to indemnify and save the Hospital harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

The Hospital agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the income tax T4 form.

5.05 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

- 5.06 Each employee shall have access to his/her personnel file, upon request, for the purpose of reviewing information contained therein, except documents relating to verification of references on initial hiring. The employee may, upon request, have her union representative present.

ARTICLE 6 - HOSPITAL - UNION RELATIONS

6.01 Union Representatives

The Union shall furnish the Hospital with a list of persons authorized to represent it, and shall do so upon any change in its representatives.

6.02 Representatives of the United Steelworkers of America

The Union has the right to call upon at any time a representative of the 'United Steelworkers of America to sit on the Negotiation Committee, the Labour Management Committee and the Grievance Committee.

This representative will have access to an office in the hospital upon the authorization of the Vice-president of Human Resources, or designee, which authorization will be given as soon as possible.

6.03 Negotiating Committee

- a) The membership shall name three (3) representatives to sit on a Negotiating Committee whose function will consist in meeting with the Hospital in order to negotiate, renew or amend a Collective Agreement.

When either party wishes to call a meeting of the Negotiating Committee the meeting shall be held at a time and place acceptable to both parties.

b) Time Allowed for Meetings

Any Union representative on the Negotiating Committee who is an employee shall have the privilege to attend the meetings of the Committee held with the Hospital during normal working hours. Representatives shall obtain prior permission from their supervisor to attend such meetings. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance to the point where the services of a Conciliation Officer are used.

6.04 Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is understood that the joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest is satisfactory to all concerned.

6.05 Grievance Committee

a) Election of Union Delegates

In accordance with the established procedure, the Union shall have a maximum of five (5) Union Stewards, one of which may be a part-time employee, to investigate and proceed to the settlement of the grievance. One of these stewards shall act as Chief Shop Steward.

b) Identification of the Stewards

The Union shall furnish to the Hospital in writing the name of each of the Union Stewards, as well as the name of the Chief Steward before the Hospital is obliged to recognize them as Stewards.

c) Grievance Committee

The Union Stewards thus appointed shall remain on the Grievance Committee as long as they remain members of this Union and employees of this Hospital. The Hospital agrees that Grievance Committee members (up to three (3) employees) and the grievor will suffer no loss of pay when attending meetings with the Hospital, during their working hours.

d) Authorization to Leave Work

The Union recognizes that each Union Steward has his/her regular duties to perform for the Hospital and therefore he/she will not leave work during his/her normal working hours except to perform the duties provided for in this Agreement. Therefore, no Union Steward shall leave his/her work before obtaining permission from his/her supervisor. Such permission will not be unreasonably withheld. When resuming his/her regular duties, he/she shall again report to his/her immediate supervisor.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her Steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.
- 7.03 It is mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee, and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance

within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

STEP NO. 1

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

STEP NO. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

STEP NO. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Director of Human Resources or his designee. A meeting will then be held between the Director of Human Resources or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the United Steelworkers of America and the griever may be present at the meeting. It is further understood that the Director of Human Resources or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04

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 No. 3 within fourteen (14) calendar days following the circumstances giving rise

to the complaint or 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 such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee 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 designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date of discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the Hospital's action in dismissing the employee; or
- b) reinstating the employee with or without full compensation for the time lost; or
- c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed **his** probationary period, without just cause.

7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as

to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

- 7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 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.
- 7.13 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.

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

7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the labour Relations Act.

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

ARTICLE 8 - SENIORITY

8.01 Definition of Seniority

Seniority is one of the factors used to determine the promotions, demotions, transfers, lay-offs and recalls.

Seniority for full-time employees means the length of service with the Hospital expressed in numbers of years, months and days.

A part-time employee shall accumulate seniority on the basis of one year for each 1725 hours worked.

8.02 Listing Showing the Seniority

Seniority lists shall be revised each six months, copy of the lists to be posted on the bulletin board and a copy given to the Union.

8.03 Probationary Period

a) 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 or equivalent.

b) A part-time employee will be considered on probation until he has completed 337.5 hours of work.

- c) The probationary period for new employees may be extended by mutual agreement between the Union, employees and employer, for up to 45 days or 337.50 hours for part-time employees.

8.04 Loss of Seniority

An employee shall not lose his seniority rights if he is absent from work because of illness, an accident, a temporary lay-off or a leave of absence approved by the Hospital. An employee shall lose his seniority and be deemed to be terminated in the following cases:

- a) if he is dismissed for a valid reason and not reinstated;
- b) if **he resigns**;
- c) if he is absent from work more than three (3) working days without satisfactory reason or without informing the Hospital, absolute incapacity excepted;
- d) if he fails to return to work within seven (7) calendar days following a lay-off, after being notified by registered mail to come back to work, unless sickness or any other satisfactory reason prevents him from coming to work, after notifying the Hospital, absolute incapacity excepted. The employee is responsible to notify the Hospital of his address;
- e) if he is laid off for a period in excess of twenty-four (24) months;
- f) if he is permanently disabled following sickness or accident;
- g) if he fails to return to work upon termination of an authorized leave of absence without a satisfactory reason or utilizes a leave of absence for a purpose other than for which the leave of absence was granted;
- h) if he fails to return to work after thirty (30) months of illness or disability.
- i) if a casual employee refuses work for a consecutive three (3) month period.

- 8.05 Seniority shall be accumulated when an employee is absent from work under the following circumstances:
- a) annual vacation;
 - b) when on paid sick leave for a period not to exceed eighteen (18) months.
 - c) when in receipt of Workers' Compensation Board payments for a period not to exceed thirty (30) months;
 - d) when on leave of absence with pay by the Hospital;
 - e) when on leave of absence without pay for a period of thirty (30) calendar days or less.

Unless stated otherwise herein, such accumulation of seniority shall not result in additional monetary payments by the Hospital.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9.01 Job Postings

- a) When a permanent vacancy occurs or a new position is created within the scope of the bargaining unit, the Hospital will post notice of this vacancy on the Bulletin Board. Such notice shall remain posted for a period of at least seven (7) days. Employees within the bargaining unit may then make written application for the job opportunity within the aforementioned period.
- b) Casual part-time positions will not be posted.
- c) Temporary vacancies due to illness, injury, vacations, or other leaves of absence for periods of three (3) months duration or less shall not be posted. Candidates for temporary vacancies mentioned herein shall be selected in accordance with Article 9.04, it is understood that only the initial temporary vacancy shall be treated in this manner. The Union shall be notified of all job postings.

9.02 Information

The posting must indicate the following information: the title of position, the qualifications, the education required, the hours of work and the salary.

9.03 No Outside Advertisement

- a) No new employee will be hired to fill a vacant permanent position within the bargaining unit before the present employees have had the opportunity to apply.
- b) This Article does not apply to casual positions.

9.04 Recognition of Seniority

Both parties recognize:

- a) the principle of promotion from within;
- b) that the accessibility to a position grows in proportion of the length of service;
- c) therefore, in case of transfer or promotions within the bargaining unit, a vacant position shall be given to the employee having the required qualifications for the position and the competence required to do the work efficiently after a 75 hour trial period while being the most senior.

9.05 Handicapped Employees

The Hospital shall do all it can to give appropriate employment to an employee who has become disabled or is sick as a result of his work or who, because of **his** age, or temporary handicap is unable to perform his duties.

ARTICLE 10 - LAY-OFFS AND RECALLS

10.01 Lay-offs and Rehiring Procedure

- a) Both parties recognize that the job security increases in proportion of the length of service. Therefore, in case of lay-offs, the employees shall be laid off in reverse order of seniority provided that those remaining are qualified to do the work after a seventy-five (75) hour trial period. The employees however, shall be recalled in order of their seniority provided that they have the required qualifications to do the work. Probationary and casual employees shall be laid off first in order of seniority.
- b) Subject to the above, an employee may 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.

- c) Identical paying classification shall include any classification where the straight time hourly wage at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage.

In the event that there are no employee with lesser seniority in the same or a lower or identical paying classification, as defined in this article, a laid off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid off employee's straight time hourly rate.

10.02 Notice of Lay-Offs (Temporary)

The Hospital must notify the employees to be laid off at least five (5) working days before this lay-off becomes effective. If the laid off employee did not have the opportunity to work five (5) working days following the notice of lay-off, he shall receive a monetary compensation for the part of the five (5) working days during which he was not assigned any work.

10.03 Lay-Offs (Permanent)

- (a) In the event of a proposed lay-off of employees at the Hospital of a permanent or long term nature, the Hospital will:
 - i) provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position and
 - ii) provide to the affected employee(s) if any, no less than three (3) months notice of layoff, or pay in lieu thereof.

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the union provided in i) above shall be considered notice to the union of any subsequent layoff.

- b) meet with the Union through the Labour-Management Committee to review the following:

- i) the reason causing the lay-off
 - ii) the service the Hospital will undertake after the lay-off
 - iii) the month of implementation including the areas of cut-back and employees to be laid off.
 - iv) Identify and propose possible alternatives to the proposed layoff or elimination of positions including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid-off; and the use of attrition to minimize the impact of any downsizing.
 - v) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- c) An employee in receipt of notice of layoff pursuant to the above, may:
- i) accept the layoff, or
 - ii) opt to retire, if eligible under the terms of the Hospital's Ontario Pension Plan (HOOPP), or
 - iii) displace another employee in accordance with the collective agreement.

10.04 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 cut-back in bed or in service, any realignment of service of staff and its effect on employees in the bargaining unit.

10.05 Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act.

10.06 When an employee leaves his employment, he should, if possible, give a notice of departure of fourteen (14) days.

- 10.07 The Hospital will provide the Union with a list monthly, of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.
- 10.08 No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision (Article 8.04 d)) or have been found unable to perform the work available.

ARTICLE 11 - SICK LEAVE AND LONG-TERM DISABILITY

- 11.01 This Article applies to full-time employees only.
- 11.02 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

The Hospital will pay 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 employees will pay the balance of the billed premium through payroll deduction.

For the purpose of transfer to the short-term portion of the disability programme, 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 programme, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- 11.03 Effective the first of the month following the transfer, all existing sick leave plans in the Hospital shall be terminated and any provisions relating to such plans shall be null and void except as to those provisions relating to pay out of unused sick leave benefits which are specifically dealt with hereinafter.
- 11.04 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer to the plan set out in Article 11.01. The "sick leave bank" shall be utilized to:

- a) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and
- b) pay out on termination of employment that portion of any unused sick leave credits, to a maximum of one hundred and twenty (120) days, as follows:
 - i) after twenty (20) consecutive years of service to the employer - one hundred percent (100%) of accumulated leaves by the employee;
 - ii) after fifteen (15) consecutive years of service to the employer - seventy-five percent (75%) of accumulated leaves by the employee;
 - iii) after ten (10) consecutive years of service to the employer - sixty percent (60%) of accumulated leaves by the employee;
 - iv) after five (5) consecutive years of service to the employer - fifty percent (50%) of accumulated leaves by the employee.
- c) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay out 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 to the same cash out provisions as set out in paragraph (b) above providing he subsequently achieves the necessary service to qualify for pay out under the conditions of the sick leave plan in which he participated as of the date of this award.

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

11.06 To be entitled to sick leave benefits, the employee must inform the Hospital of his illness, absolute incapacity excepted, as follows:

- Days - One (1) hour prior to commencement of shift;
- Evenings - Three (3) hours prior to commencement of shift;
- Nights - Four (4) hours prior to commencement of shift.

Upon return to work the employee must report to his/her director who may refer him/her to Employee Health Services. The Hospital may require a certificate from the employee's attending physician after three (3) days of absence for illness. However, in all cases the Hospital shall be entitled to have the employee examined by a doctor of its choice.

11.07 The annual medical examination as well as the various immunizations required by the employer, shall be without cost to the employee.

11.08 The remuneration for absence due to illness is paid to the employee on the pay cheque or bank deposit which covers the period during which the employee has been absent, provided however that he qualifies and meets the requirements of Article 11.05.

11.09 Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care appointments which occur during regularly scheduled working hours. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

11.10 It is understood that when an employee transfers from full-time to part-time and such employee qualified for pay out under Article 11.04, such employee shall continue to qualify.

It is further understood that where such an employee has a "sick leave bank" and transfers to part-time, such bank may be used, if the employee requests it, as sick leave provided the employee calls in as per Article 11.06 when regularly scheduled to work.

ARTICLE 12 - HOURS OF WORK AND WEEKLY DAYS OFF

- 12.01 The following provisions designating regular hours on a daily basis and regular shifts over the Hospital's shift schedule shall not be construed to be a guarantee of the hours of work to be done on each shift or during any shift schedule. The regular work week shall be composed of an average of thirty-seven and one-half (37 1/2) hours per week averaged over a period of two (2) weeks exclusive of a one-half (1/2) hour meal period. The regular work day shall not exceed seven and one-half (7 1/2) hours, exclusive of the unpaid meal period.
- 12.02 The employee is entitled to two (2) consecutive days off per calendar week. The weekends are distributed equitably and alternatively between the employees of the same department; the employee is allowed one (1) weekend every three (3) weeks. The Hospital will endeavour, except when it is impossible to provide:
- a) one weekend every two weeks;
 - b) that no employee be scheduled to work in excess of seven (7) consecutive days;
 - c) if any employee works three (3) weekends in a row, they will be paid at time and one-half (1 1/2) for all hours on the third and subsequent weekend, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another employee.
- 12.03
- a) The schedule of working hours and days of each employee shall be posted in a suitable place, fifteen (15) days in advance and the schedule for employees shall not be modified without the consent of the employee, except in cases of changes required by sickness or accident.
 - b) Any extra shifts will be distributed equitably among regular part-time employees up to a maximum of four (4) shifts that can be worked in a week, scheduled or non-scheduled. The maximum of hours worked weekly will be less than 37.5 hours.

- c) Any remaining shifts will be offered to casual part-time employees on the basis of seniority and availability.

12.04 All time worked beyond the regular working days or beyond the average of thirty-seven and one-half (37 1/2) hours per week in a two (2) week cycle shall be considered as overtime hours of work. Such hours of work shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate of pay.

12.05 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.

12.06 No overtime is remunerated unless it has been previously authorized by the Department Director or his designee.

12.07 Temporary Transfer

- a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.
- b) If an employee is replacing for a higher paying position and is at the maximum of the scale, she will be placed at the maximum rate of the higher paying scale.
- c) Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.
- d) Should an employee be temporarily assigned to a lower paid position, he will continue to earn his regular rate. It is understood that this Article shall not apply in cases where an employee occupied two positions for which the salaries are different.

12.08 Recalls to Work

- a) Any urgent call to work, after the employee has left the Hospital is remunerated at the rate of time and one-half (1 1/2) the regular salary of the employee on duty, with a minimum of three (3) hours already paid, no additional remuneration shall be made. The employee shall be allowed half (1/2) an hour to report to the Hospital.
- b) A transportation allowance of twenty-eight cents (\$0.28) per kilometre shall be paid to the employee on standby for any urgent call forcing him to travel from home to the Hospital. Effective April 1, 1993 the transportation allowance will be the standard rate established throughout the hospital.
- c) An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars (\$2.00) per hour for all hours on standby. When an employee is called in to work the standby allowance per shift shall remain payable.

12.09 Rest Periods

- a) The Hospital will schedule one fifteen (15) minute rest period for each full half scheduled 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.

12.10 When scheduling normal shift rotation changes, there shall be not less than sixteen (16) hours between the finish and start of such changes, except when such changes are required due to sickness or accident or an employee agrees or requests a change. Overtime rates shall be paid for the period worked before the sixteen (16) hours time limit allowed for shift change has expired.

12.11 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification with the bargaining unit, will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not

exceed the wage rate of the classification to which he has been promoted).

12.12 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. Time off in lieu may be taken on a mutually agreed upon basis between the employee and the

Hospital, such time off will be equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

12.13 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

12.14 Notwithstanding the provisions of Article 12.04 overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee or change over to Daylight Saving from Standard Time and vice versa or exchange of shift by two (2) employees.

12.15 Subject to the prior approval of the Department Director, employees may be allowed to exchange shifts by mutual agreement provided that the employees involved sign a joint request. No overtime shall be payable to either employee if it is due to the shift exchange.

ARTICLE 13 - PREMIUM PAYMENT

13.01 Evening and Night Shift Premium

A shift premium of forty-five cents (\$0.45) per hour shall be paid to all employees working the majority of their hours between 1600 and 0800 hours, effective September 29, 1987.

A shift premium of fifty cents (\$0.50) per hour shall be paid to all employees working the majority of their

hours between 1600 and 0800 hours, effective September 29, 1988.

13.02 Weekend Premium

An employee shall receive a weekend premium of fifty (\$0.50) cents per hour for all hours worked between the hours of 23:30 on Friday evening to 23:30 hours on Sunday evening.

ARTICLE 14 - HOLIDAYS

14.01 List of Statutory Holidays

The Hospital agrees to recognize and observe eleven (11) holidays during the year.

New Year's Day	Labour Day
January 2nd	Thanksgiving Day
Good Friday	Remembrance Day (November 11)
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday (1st Monday of August)	

14.02 Payment of Holidays

If one of these holidays falls on a Saturday, a Sunday, a weekly day off or during the regular vacations, the employees do not lose this holiday provided they qualify under Article 14.03 (d).

- 14.03
- a) When a full-time employee is required to work on a paid holiday as described herein, he shall be entitled to receive pay at the rate of time and one-half (1 1/2) his regular straight time rate of pay in addition to receiving holiday pay or a day off in lieu with pay at the employee's option and as arranged in advance with the supervisor.
 - b) Full-time employees whose scheduled off day falls on the day a designated holiday is observed shall be paid holiday pay at his regular straight time rate of pay or be granted a day off in lieu with pay at his option.
 - c) Lieu days as herein provided are to be arranged in advance, by mutual agreement between the supervisor and the employee, and should be taken within the period of four (4) weeks before and four (4) weeks following the date on which the holiday falls.

- d) In order to qualify for each holiday, an employee must have worked his full scheduled shift immediately preceding and following the holiday, unless excused by the Hospital.

14.04 Floating Holiday

Full-time employees with one (1) year of service and more will be entitled to one (1) floating holiday per year. This holiday shall be taken on a date mutually agreed between the employee and his supervisor but with a minimum notice of fifteen (15) days.

- 14.05** Employees who are on leave of absence without pay from the Hospital or on paid sick leave on a day a designated holiday falls which absence commenced more than thirty (30) calendar days prior to the date of the holiday, shall not be entitled to receive holiday pay.

Employees absent from work due to a compensable accident which commenced within thirty (30) calendar days prior to the date of the holiday shall receive holiday pay only to the extent of the difference between his regular straight time rate of pay and Workers' Compensation Board payments made to the employee.

Employees on a paid sick leave which commenced within thirty (30) calendar days prior to the date of the holiday shall be paid for such holiday in lieu of sick pay.

- 14.06** Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

- 14.07** Holiday pay, for an employee working the standard hours per day, as set out in Article 12.01, is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

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

- 14.09
- a) A regular part-time employee who works on a paid holiday shall be entitled to receive pay at the rate of one and one-half times (1 1/2) his basic rate of pay for all hours worked on the paid holiday.
 - b) A casual part-time employee who works on a paid holiday shall be entitled to receive pay at the rate of one and one-half times (1 1/2) his basic rate of pay for all hours worked on the paid holiday.
 - c) A regular part-time and casual part-time employee who does not work on the day on which a paid holiday is observed shall receive no payment for such day and the percentage added to his basic rate of pay shall be deemed to take into account payment for this day.

ARTICLE 15 - VACATIONS

15.01 The Hospital undertakes to pay all employees each year the following vacations:

Length of Continuous Service for Determining Vacation Entitlement

a) Employees with less than one (1) year of service on March 31st of a year will receive **six** percent (6%) of gross salary earned since date of last hire.

Effective April 1, 1991, vacation entitlement shall be as follows:

- a) less than one (1) year - 6%
- b) after one (1) year - three (3) weeks
- c) after five (5) years - four (4) weeks
- d) after fifteen (15) years - five (5) weeks
- e) after twenty-five (25) years - six (6) weeks.

15.02 The vacation year extends from April 1 to March 31 and service for the purpose of calculating vacation entitlement shall be as at March 31. This Article is

subject to Article 16.01 and an employee's annual vacation is reduced proportionately.

Vacation scheduled forms will be posted the first day of May in order that employees may apply. In order to qualify under the provisions of Article 15.06, an employee must indicate his preference by the last day of March.

- 15.03 Annual vacations may be taken consecutively or in weekly periods or as otherwise agreed with the Hospital.
- 15.04 Vacations may be taken during Winter months with the approval of the Department Director. Such requests shall not be unreasonably withheld.
- 15.05 An employee who is not entitled to one (1) full week of paid vacation may, if he desires, complete one (1) calendar week at his own expense with the approval of the Department Director. Such requests shall not be unreasonably withheld.
- 15.06 Vacations shall be given to employees by department. The Hospital shall endeavour to meet the wishes of the individual employee, and in cases where vacation periods requested conflict, preference will be given to employees in order of seniority.
- 15.07 Upon written request, vacation pay shall be paid on the pay day preceding an employee's vacation.
- 15.08 An employee who leaves the employ of the Hospital is entitled to his days of annual vacation accumulated and paid in proportion to the days worked at the date of departure.
- 15.09 Should an employee, who has commenced his vacation, agree upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.
- 15.10 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.

15.11 The provisions of Articles 15.01 to 15.10 inclusive shall apply to full-time employees only.

15.12 Vacation provisions for regular part-time and casual employees shall be as follows:

- a) Vacation payment for regular part-time employees shall be paid on the first pay period in accordance with the following schedule:

Effective April 1, 1991 vacations entitlement shall be as follows:

- ▶ for a three (3) week vacation entitlement - six percent (6%) of earnings = one (1) year of service;
 - for a four (4) week vacation entitlement - eight percent (8%) of earnings = five (5) years of service;
 - ▶ for a five (5) week vacation entitlement - ten percent (10%) of earnings = fifteen (15) years of service;
 - ▶ for a six (6) week vacation entitlement - twelve percent (12%) of earnings = twenty-five (25) years of service.
- b) Each 1725 hours worked by regular part-time and casual employees will equate to one (1) year of service with the Hospital for purposes of determining vacation entitlement only.
- c) Regular part-time employees shall apply for leave of absence without pay for vacation purposes in accordance with their earned entitlements as prescribed by b) above.
- d) Casual part-time employees shall be entitled to receive vacation payments as per the provisions set out in 15.12 for regular part-time employees.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Director of Human Resources or his designate. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written

reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

When an employee is granted a leave without pay in excess of thirty (30) calendar days, the Hospital shall give him a written authorization for this purpose in which case the employee does not lose any acquired right if he resumes his employment within the prescribed time. However, the time for which he has been on leave, is not counted as time of service.

In addition, an employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence. In the case of unpaid approved absences in excess of thirty (30) calendar days, an employee may arrange with the Hospital to prepay the full premium of any subsidized employee benefits for the entire period of the leave to ensure coverage.

16.02 Bereavement Leave

Any employee may be absent without loss of salary for the three (3) days immediately following a death in his family, that is, father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian, grandchildren, grand-parents, son-in-law, daughter-in-law and spouse's grand-parents.

These leaves are not granted if they coincide with any other holiday observed in this Agreement.

In all cases, the employee must advise his immediate supervisor and the Department of Human Resources and produce proof of evidence of these facts.

Only the working days during this leave are paid. It is understood that these days of leave are paid to the employees concerned provided that these days are used in accordance with the provisions of this Article.

Payment for such day or days off will be confined to the period from the date of death up to and including the day of the funeral.

If an employee is unable to attend the funeral for any reasons he shall be entitled to one day's leave without

loss of regular straight time earnings for bereavement on the day of the funeral.

16.03 Jury and Witness Duty

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

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

16.04 Maternity Leave

- a) Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1990, except where greater benefits are provided in this provision;
- b) The service requirement for eligibility for maternity leave shall be twelve (12) months of continuous service;
- c) The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
- d) The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

- e) It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended and the benefits concerned appropriately reduced on a pro rata basis, and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

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

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

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

- g) Applicable to full-time and part-time employees.

An employee on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit, that benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular

weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment

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

Maternity leave Sub Plan will be effective when approved by Unemployment Insurance Commission.

It is agreed that the provisions of the Sub Plan shall also apply in the case of adoption leave.

16.05 Adoption Leave

- a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required 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. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- b) It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended and the benefits concerned appropriately reduced on a pro rata basis, and the employee's anniversary date adjusted by the entire period of absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

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

- c) This employee shall be reinstated to his former position if available, or given a comparable position at not less than his wages when he began his leave of absence.
- d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption 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.

16.06 Education Leave

- a) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- b) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.
- c) Subject to operational requirement, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognize upgrading course or seminar related to employment with the Hospital.

It is agreed that the employee will discuss the educational opportunity and the required accomodation with his or her supervisor before making a committment to persue the proposed course or seminar.

16.07 Leave for Union Business

- a) A maximum of two (2) employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business, shall be granted a leave of absence for this purpose. The Union will submit its request

for approval to the Hospital in writing, not less than ten (10) working days prior to the start of the leave, of the names of the delegates. The Hospital will give its answer to the request within five (5) days of receipt of the request and such request shall not be unreasonably denied.

- b) When employees are granted leave of absence as per Article 16.07 a) the Hospital will provide the employee with his regular earnings and the Union will reimburse the Hospital on a monthly basis.
- 16.08 a) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted a leave of absence without loss of seniority and without pay, for a period of one (1) year.
- b) When an employee is granted leave of absence as per Article 16.08 a), the Hospital agrees that the employee may elect to retain welfare benefit coverage with the Hospital as long as premiums for such coverage are reimbursed on a monthly basis to the Hospital by the Union.

ARTICLE 17 - HEALTH & WELFARE

17.01 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 enrolment requirements:

a) Semi-private Coverage

The Hospital agrees to pay 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) Extended Health Care

The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00

(family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

Effective January 1, 1991, the plan shall include a vision plan of \$90.00 per 24 months and a hearing aid plan of \$500.00 per lifetime.

c) Life Insurance

Effective January 1, 1991, the Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under such group life insurance plan currently in effect.

d) Dental Plan

Effective January 1, 1991, the Hospital agrees to contribute 75% 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 deductions.

17.02 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programmes contracted for and in effect for employees covered herein.

17.03 Pension

- a) All present employees enroled in the Hospital's pension plan shall maintain their enrolment 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, enrol in the plan when eligible in accordance with its terms and conditions.
- b) Part-time employees may elect to enrol in the Hospital pension plan subject to the provisions of the plan and those of Article 17:06.

- c) This Article does not apply to employees who as of April 1, 1980 exercised the option of not joining the Hospital's pension plan. This Article does not apply to former employees of Smith Hospital who as of July 31, 1981 exercised the option of not joining the Hospital's pension plan.

17.04 Benefits on Lay-Off

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefit premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

- 17.05 The provisions of this Article shall apply only to full-time employees of the Hospital.

17.06 Benefits for Part-time employees

A part-time employee shall receive in lieu of all benefits (being those benefits to which an employee, paid in whole or in part by the Hospital as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility pay, jury and witness pay and bereavement pay) an amount equal to thirteen percent (13%) of his\her regular straight time hourly rate for all straight time hours paid.

Part-time employees who participate in the pension plan as per Article 17:03 b) will receive pay in lieu of other benefits in the amount of nine percent (9%)

ARTICLE 18 - HEALTH & SAFETY

18.01 Health and Safety Committee

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to **be** taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Time off for a representative to attend to the duties of the Occupational Health and Safety Committee shall be paid in accordance with legislation in effect (i.e. Bill 70).
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

18.02 Protective Footwear

The Hospital will provide seventy-five (\$75.00) dollars per calendar year to the full-time storekeeper who is required by the Hospital to wear safety footwear during the course of his duties, upon presentation of the receipt for purchase for such footwear.

ARTICLE 19 - JOB CLASSIFICATION

19.01 Job Descriptions

The Hospital shall furnish to the Union a description of the job within ninety (90) days following the signature of this agreement; a meeting **between** the parties will follow within ninety (90) days in order to solve all differences that may exist between the job descriptions written by the Hospital and the facts as they exist.

19.02 Elimination of an Existing Classification

Before initiating the elimination or the substantive change of any existing classification a thirty (30) day notice shall be given to the Union before the change is executed, absolute incapacity excepted.

19.03 Job Classification

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

The above shall also apply in the case of a major change in job duties. In the event of a decrease in the rate of pay from the operation of this clause, the incumbent employees will be grandfathered. A copy of the revised job description shall be forwarded to the Union.

19.04 Mandatory Replacement Language

When the Hospital determines that absent employees will be replaced, the Hospital will endeavour to replace such employees with persons from the same bargaining unit.

19.05 Technological Change

a) The Hospital undertakes to notify the Union in advance, so far as in advance as practicable, of any technological changes which the Hospital has

decided to introduce which will significantly change the status of employees within the bargaining unit.

- b) The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.
- c) Employees exceeding 1950 hours of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.
- d) If an employee affected by technological change has the basic skill and ability, he will be provided with reasonable training according to the change affecting his job.

ARTICLE 20 - PAY PERIOD

- 20.01 The Hospital shall pay its employees every two (2) weeks by cheque or by bank deposit.
- 20.02 For each pay period, the Hospital shall furnish its employees a statement of wages earned during this pay period in accordance with Article 10 of the Employment Standards Act of Ontario.
- 20.03 Pay cheques or statement of wages are available to employees every second Thursday as follow:
- | | | |
|----------------------------|---|------------|
| Employees on evening shift | ▶ | 0001 hours |
| Employees on night shift | ▶ | 0800 hours |
| Employees on day shift | ▶ | 1130 hours |
- 20.04 In the event of an error on the pay caused by the Hospital resulting in underpayment to the employee of an amount exceeding twenty-five dollars (\$25.00), the Hospital, when requested by the employee, will endeavour to remit the money owing to the employee within three (3) working days following pay day.

ARTICLE 21 - GENERAL CONDITIONS

21.01 Notice Board

The Hospital shall provide a notice board for the United Steelworkers of America. Such notice board shall be located where bargaining unit members have access. The Union shall have the right to post notices of meetings or any other notices likely to interest the employees. However, no document shall be posted without authorization from the Department of Human Resources or delegate and the Chief Steward of the bargaining unit.

21.02 The Hospital will provide parking spaces for the employees' cars without charge to the employees. It is understood and agreed that the Hospital cannot guarantee that such spaces will be for the exclusive use of the employees.

21.03 Copies of the Agreement

The Union and the Hospital wish that each employee be familiar with the terms of this Agreement as well as the rights and duties that it provides for him. Therefore, the Hospital shall print a sufficient number of copies of the Agreement following the signature, and the cost for this printing and translation shall be paid fifty percent (50%) by the Hospital and fifty percent (50%) by the Union.

21.04 Both French and English versions of the Collective Agreement shall be official.

21.05 Plural and Feminine

The singular or the masculine wherever used in this Agreement shall mean that the plural or the feminine is used where the context so requires.

ARTICLE 22 - SALARIES

22.01 It is understood that the salary scales appearing in Schedule "A" form part of this Agreement.

22.02 The regular straight time rate of pay is that prescribed in wage Schedule "A" of this Collective Agreement.

22.03 Progression on the Wage Grid (Part-Time)

Regular part-time and casual employees shall be paid at their initial rate and will advance on the salary grid after completion of each 1725 hours worked.

ARTICLE 23 - DURATION OF THE AGREEMENT *

23.01 This Agreement shall continue in force until September 29, 1995 and remain in force thereafter from year to year unless either party gives written notice according to Article 23.02.

23.02 If one of the parties wishes to propose changes or amendments to this Agreement, it shall, within the period of ninety (90) days before the expiration of the Collective Agreement, notify in writing the other party of the changes or amendments that it proposes. The other party is obligated to undertake negotiations for the renewal or the revisions of the Agreement within fifteen (15) working days following receipt of such a notice, and each party must therefore enter into negotiations in good faith and endeavour to conclude a new and revised Agreement.

23.03 Both parties shall respect in its entirety the Articles of this Agreement during the period in which the negotiation in good faith will take place.

Salary Increases:

It is understood that the percentage in lieu of benefits for part-time employees shall be paid on any retroactive amounts generated by the increase mentioned in a) and b) above.

Duration: September 30, 1993 to September 29 1995.

DATED AT HAWKESBURY, ONTARIO, THIS 4 DAY OF September 1995

THE UNITED STEELWORKERS
OF AMERICA

Brigitte Lomena
Handy
Judy
D. L. P.

HOPITAL GENERAL DE HAWKESBURY
AND DISTRICT GENERAL HOSPITAL
INC.

Jussau
W. M.

/lc

LETTER OF INTENT

BETWEEN

THE HOPITAL GENERAL DE HAWKESBURY
AND DISTRICT GENERAL HOSPITAL INC.

AND

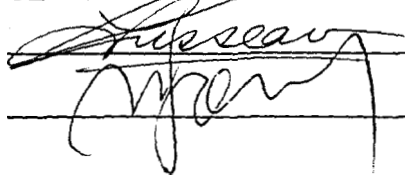
THE UNITED STEELWORKERS OF AMERICA, LOCAL 9211

Letter of Intent

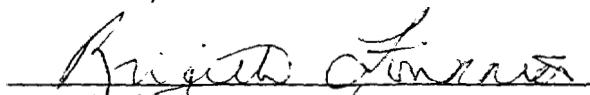
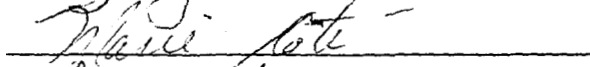
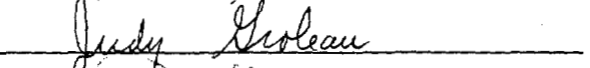
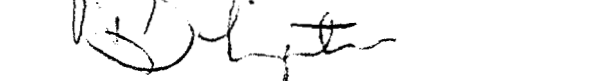
The parties agree that a Letter of Intent will be appended to the collective agreement to the effect that discussions will take place between the Hospital and the Union in the event the Hospital decides to implement a three (3) shift rotation for any position. Details of such implementation shall be discussed between the parties.

Signed at Hawkesbury this 4 day of September 1986

FOR THE HOPITAL GENERAL DE
HAWKESBURY AND DISTRICT
GENERAL HOSPITAL INC.



FOR THE UNITED STEELWORKERS OF
AMERICA, LOCAL 9211

LETTER OF AGREEMENT

BETWEEN

THE HOPITAL GENERAL DE HAWKESBURY
AND DISTRICT GENERAL HOSPITAL INC.

AND

THE UNITED STEELWORKERS OF AMERICA, LOCAL 9211

RE: BENEFITS FOR PART-TIME EMPLOYEES

The parties agree that a joint committee will be constituted to examine methods of implementing benefits for part-time employees; this committee will meet as necessary at a mutually agreed time, and employees representing the Union will not lose pay from regularly scheduled hours of work for attendance at committee meetings. The Hospital agrees to make available information which is relevant to the committee's work.

Signed at Hawkesbury this 4 day of September 1996.

FOR THE HOPITAL GENERAL DE
HAWKESBURY AND DISTRICT
GENERAL HOSPITAL INC.

[Signature]
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FOR THE UNITED STEELWORKERS OF
AMERICA, LOCAL 9211

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LETTER OF AGREEMENT

BETWEEN

THE HOPITAL GENERAL DE HAWKESBURY
AND DISTRICT GENERAL HOSPITAL INC.

AND

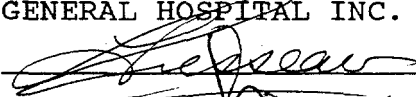
THE UNITED STEELWORKERS OF AMERICA, LOCAL 9211

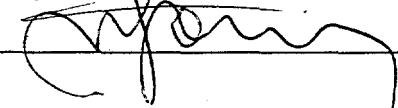
RE: SCHEDULE "A"

Effective September 30, 1993, all rates in schedule "A" will be increased by the same percentage amount as is awarded for the CUPE bargaining unit. Any further increases resulting from the interest arbitration award, during the life of the CUPE agreement expiring September 29, 1995, will also be applied to Schedule "A".

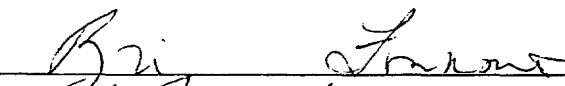
Signed at Hawkesbury this 4 day of September 1996.


FOR THE HOPITAL GENERAL DE
HAWKESBURY AND DISTRICT
GENERAL HOSPITAL INC.

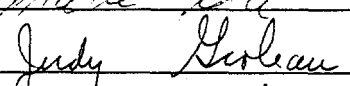


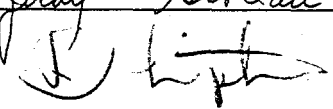


FOR THE UNITED STEELWORKERS OF
AMERICA, LOCAL 9211









Les Métallurgistes Unis d'Amérique M.U.A. / U.S.W.A. United Steelworkers of America

30 Septembre 1992 / September 30, 1992

Avec ÉQUITÉ SALARIALE / With PAY EQUITY

CLASSIFICATION	\$	START (1)	AFTER 1 YEAR (2)	AFTER 2 YEARS (3)	AFTER 3 YEARS (4)	AFTER 4 YEARS (5)
Health Records Adm. [HE02]	Hourly	\$15.77	\$16.33	\$16.90	\$17.50	
Payroll Clerk [PE02]	Hourly	\$14.22	\$14.64	\$15.05	\$15.47	
Senior Clerk Admission [CE02]	Hourly	\$14.39	\$14.80	\$15.12	\$15.47	
Medical Secretary [ME02]	Hourly	\$14.23	\$14.59	\$15.01	\$15.37	
Intermediate Clerk [IE02]	Hourly	\$14.23	\$14.63	\$14.99	\$15.37	
Storekeeper [SE09]	Hourly	\$13.69	\$14.08	\$14.45	\$14.82	
Secretary [SE02]	Hourly	\$13.48	\$13.90	\$14.24	\$14.64	
	\$	START (1)	AFTER 6 MONTHS (2)	AFTER 1 YEAR (3)	AFTER 2 YEARS (4)	AFTER 3 YEARS (5)
Junior Clerk I [JE02]	Hourly	\$12.76	\$13.35	\$13.77	\$14.20	\$14.61
Junior Clerk II [JE12]	Hourly	\$12.94	\$13.53	\$13.94	\$14.37	\$14.78
Operator & Receptionnist [OE02]	Hourly	\$12.80	\$13.38	\$13.80	\$14.23	\$14.64
Junior Clerk LL PIO [JE52]	Hourly	\$15.05				
Senior Clerk LD PIO [CE12]	Hourly	\$15.05				

SCHEDULE "A" - PAY SCALE