

Unit No. 26B

SOURCE	Union		
EFF.	85	11	16
TERM.	87	10	10
No. OF EMPLOYEES	142		
NOMBRE D'EMPLOYÉS	A.B.		

COLLECTIVE AGREEMENT

BETWEEN

CAMBRIDGE MEMORIAL HOSPITAL  
(PART-TIME SERVICE)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F. OF L., C.I.O., C.L.C.

EFFECTIVE: NOVEMBER 16, 1985

EXPIRY: OCTOBER 10, 1987

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INDEX

ARTICLE		PAGE
Article 1	Purpose .....	1
Article 2	Recognition .....	1
Article 3	Relationship .....	2
Article 4	Union Security .....	2
Article 5	No Strikes or Lockouts .....	3
Article 6	Management Rights .....	3
Article 7	Negotiating Committee .....	4
Article 8	Union Stewards .....	4
Article 9	Grievance Procedure .....	4
Article 10	Policy Grievance .....	6
Article 11	Management Grievance .....	6
Article 12	Discharge Cases .....	6
Article 13	Arbitration .....	7
Article 14	Probationary Employees .....	8
Article 15	Seniority .....	8
Article 16	Lay-off .....	10
Article 17	Recall .....	11
Article 18	All Leaves of Absence .....	12
	18.02 Union Leave .....	12
	18.03 Maternity Leave .....	12
	18.04 Adoption Leave .....	13
	18.05 Jury and Witness Duty .....	13
	18.06 Workers' Compensation Leave .....	14
	18.07 Education Leave .....	14
	18.08 Bereavement Leave .....	14
Article 19	Hours of Work & Scheduling .....	15
Article 20	Overtime .....	16
Article 21	Bulletin Boards .....	16
Article 22	Job Postings and Transfers .....	17
Article 23	Accident Prevention - Health & Safety Committee	17
Article 24	Health & Welfare .....	18
Article 25	Statutory Holidays .....	19
Article 26	Annual Vacations and Vacation Pay .....	19
Article 27	Wages. Standby. Call-Back. Reporting Pay and Temporary Transfers .....	19
Article 28	Technological Change .....	20
Article 29	Job Security .....	21
	29.01 No Contracting Out .....	21
	29.04 Volunteers .....	21
Article 30	Employment Agencies .....	22
Article 31	Personnel Files .....	22
Article 32	Termination .....	22
	Schedule "A" .....	23
	Schedule "A" .....	24
	Memorandum of Understanding .....	26

BY AND BETWEEN:

CAMBRIDGE MEMORIAL HOSPITAL,  
Cambridge, Ontario  
(hereinafter called the "Hospital")  
OF THE FIRST PART

AND

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

WHEREAS THE Service Employees International Union, Local 204 was certified on the second day of December 1980 by the Ontario Labour Relations Board as the collective bargaining agent for all employees of Cambridge Memorial Hospital, Cambridge, Ontario regularly employed for not more than twenty-four hours per week and students employed during the school vacation period, save and except professional medical staff, professional nursing staff, professional paramedical staff and their assistants, technical personnel and their assistants, office staff, supervisors, persons above the rank of supervisor, and persons covered by subsisting collective agreements.

NOW THEREFORE THIS agreement witnesseth:

**ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish an orderly, friendly, collective bargaining relationship between the Hospital and certain classifications of employees represented by the Union which will not interfere with the successful operation of the Cambridge Memorial Hospital as a public service institution incorporated to provide adequate hospital and clinical services to the public as determined by the Board of Directors of the Hospital.

**ARTICLE 2 - RECOGNITION**

2.01 The Hospital recognizes the Union as the sole collective bargaining agent of all employees of the Cambridge Memorial Hospital in Cambridge, Ontario regularly employed for not more than twenty-four hours per week and students employed during the school vacation period, save and except professional medical staff, professional nursing staff, professional paramedical staff and their assistants, technical personnel and their assistants, office staff, supervisors, persons above the rank of supervisor, and persons covered by subsisting collective agree-

ments. The Hospital undertakes that during the lifetime of this Agreement, it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

2.02 Persons employed on a part-time basis and who temporarily work (up to six months) as full-time relief will be covered under the terms of this Agreement.

### **ARTICLE 3 - RELATIONSHIP**

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

3.02 The Hospital agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

3.03 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or his lack of activity in the Union and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.

3.04 The Union will not engage in Union activities during working hours and will not hold meetings at any time on the premises of the Hospital without the permission of Hospital Administration.

### **ARTICLE 4 - UNION SECURITY**

4.01 The Hospital agrees to deduct, as a condition of employment, from each employee who is in the bargaining unit, in the months following the month in which they were hired, an amount equal to the regular Union dues as certified by the Union, during the term of this Agreement.

4.02 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the twenty-fifth day if possible, but no later than the last day of the month in which they were deducted. The Union agrees to keep the Hospital harmless and indemnified from any claims against it by an employee which arises out of any deduction under this Article.

4.03 It is mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of his probationary period for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to

become a member of the Union. The Hospital shall designate the time and place for such interview, the duration of which shall not exceed ten minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employee shall report to this room for the interview, during the interview period. The Hospital may have a representative present at this interview.

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

5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strikes, slowdowns or stoppage of work, either complete or partial and the Hospital agrees there will be no lockout.

If any such action as herein referred to takes place, the Union will immediately instruct the employees concerned to return to work and perform their usual duties and resort to the grievance procedure established herein for the settlement of any conflict or grievances.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union acknowledges that it is the exclusive function of the Hospital to hire, discharge, transfer, promote, demote or discipline, provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

6.02 The Union further recognizes the right of the Hospital to operate and manage the Hospital in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Hospital at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment at the Hospital at Cambridge, Ontario, are solely and exclusively the responsibility of the Hospital. The Hospital also has the right to make and alter from time to time rules and regulations to be observed by the employees and will inform the Union of such alterations or changes. The Hospital agrees that any such rules shall not conflict with the provisions of this Agreement.

6.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or of any of the provisions of this Agreement shall be conclusively deemed to be sufficient cause for discharge or discipline of an employee, provided that nothing herein shall prevent an employee from going through the griev-

ance procedure to determine whether or not such breach took place.

#### **ARTICLE 7 - NEGOTIATING COMMITTEE**

7.01 The Hospital acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than two (2) employees in number for the purpose of negotiating amendments or renewal of this Agreement. Such employees shall be compensated by the Hospital to the extent of their regular pay only if scheduled to work that day for time so spent up to but not including the Arbitration stage.

#### **ARTICLE 8 - UNION STEWARDS**

8.01 The Hospital acknowledges the right of the Union to appoint or otherwise select Union Stewards.

Steward representation in 8.01 full-time to apply also to 8.01 part-time.

8.02 The Hospital will recognize and deal with any two (2) appointed Stewards on any matter arising out of this Agreement, and both parties will cooperate in the administration of this Agreement.

8.03 The Hospital will only recognize an employee as a Steward if the name of the employee and the department he/she represents has been submitted by the Union to the Personnel Department of the Hospital.

8.04 The Union acknowledges that Stewards must continue to perform their regular duties and that all activities of the Stewards will be carried on outside the regular working hours, unless otherwise approved by the Hospital.

8.05 Regular meetings are to be held between the Union and Management on a day and at a time to be arranged between the Union and Management for the consideration of any matters arising out of the provisions of this Agreement.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 The parties to this Collective Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. For purposes of this Collective 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.

9.02 No grievance shall be considered

- (a) which usurps the function of management, as set out in the Agreement; or
- (b) where the circumstances giving rise to it occurred or originated more than five full working days before the filing of this grievance.
- (c) which has not been carried through the steps of the grievance procedure within the various time limits.

It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity given to adjust the complaint.

9.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step #1

The aggrieved employee shall present his grievance in writing to his immediate supervisor. He shall have the assistance of his Steward if he so desires. Such grievance must be signed by the employee claiming to be grieved.

Grievances shall specify the clause or clauses in the collective agreement which it is believed the Hospital has violated, shall state the particulars in dispute and the remedy sought. If a settlement satisfactory to the employee concerned is not reached within three (3) working days, the next step in the grievance procedure may be taken at any time within three (3) working days thereafter.

Step #2

The aggrieved employee may submit his written grievance to the Department Head who shall consider it in the presence of the person or persons presenting same and the supervisor, and shall render his decision in writing. The aggrieved employee shall have the assistance of his Steward, if he so desires. Should no settlement satisfactory to the employee be reached within three (3) working days, the next step in the grievance procedure may be taken at any time within three (3) working days thereafter.

Step #3

The aggrieved employee may submit his written grievance to the Director of Personnel. The Union may be present at this stage at the request of either party. When an employee's immediate supervisor and Department Head are one and the same person, Step 2 will be omitted and the grievance may proceed from Step 1 to Step 3.

The Director of Personnel may convene a meeting of the parties concerned to consider the grievance and will reply to the grievance in writing within three (3) working days (or a longer period which may be mutually agreed upon).

9.04 If a final settlement of the grievance under Section 9.03 hereof is not completed within ten (10) working days after deliberations have commenced and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 13 below at any time within ten (10) days thereafter, but not later.

#### **ARTICLE 10 - POLICY GRIEVANCE**

10.01 Any grievance affecting more than one employee, any grievance brought forward by management, or any Union policy grievance shall be initiated under Step No. 3 of the grievance procedure.

#### **ARTICLE 11 - MANAGEMENT GRIEVANCE**

11.01 It is understood that the Hospital may bring forward at any meeting held with the Union any complaint with respect to the conduct of the Union, its Officers or Stewards, and that if such complaint by the Hospital is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of any employee.

#### **ARTICLE 12 - DISCHARGE CASES**

12.01 A claim by an employee who has completed the required probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Personnel within five (5) days after the employee is notified of his discharge or within three (3) days after the employee ceases to work for the Hospital, whichever is the earlier. The Hospital shall give its reply to the grievance within seven (7) working days (or such longer period as may be mutually agreed upon) of the date on which the employee files the grievance.

12.02 Such special grievance may be settled by confirming the Hospital's action in dismissing the employee, by re-instating the employee with or without compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or a Board of Arbitration. Such compensation, however, shall not exceed the amount which the employee would normally have earned, based on his schedule



during the period of discharge, calculated on straight time hourly rate of pay.

### **ARTICLE 13 - ARBITRATION**

13.01 Both parties to this Collective Agreement agree that any dispute or grievance, as defined in Article 9.01, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 above, and which has not been settled, may be referred to a Board of Arbitration at the request in writing of either of the parties hereto.

13.02 The Board of Arbitration will be composed of one person appointed by the Hospital, one person appointed by the Union and a third person to act as Chairman chosen by the two appointees to the Board, or the parties may agree to a single Arbitrator.

13.03 Within ten (10) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

13.04 Should the person chosen by the Hospital to act on the Board and the person chosen by the Union fail to agree on a third person within fourteen (14) working days of the notification mentioned in 13.03 above, the Ontario Labour Relations Board will be asked to nominate an impartial Chairman who shall be a person other than a civil servant.

Such request may be made by the party wishing to further process the grievance.

13.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.

13.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

13.07 Each of the parties to this Agreement will bear the expenses of their appointee and of their own witnesses, and the parties will jointly and equally bear the expenses, if any, of the Chairman.

13.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

13.09 Where both parties agree, a single arbitrator may be substituted for an Arbitration Board. In such case, the parties shall endeavour to agree on the selection of an arbitrator and

in the event that they fail to do so, the Ontario Labour Relations Board will be asked to nominate an arbitrator, in accordance with the provision of Article 13.04 above.

#### **ARTICLE 14 - PROBATIONARY EMPLOYEES**

14.01 New employees shall serve as probationary employees for the first 337.5 hours from the last date of hire, and, if retained, their seniority shall date back to their last date of hire. In specific instances where doubt may exist by the Hospital regarding the employee's capabilities or where other circumstances exist, such employee's probation shall be extended by the Hospital and a further 240 hours will be added to the probationary period. It is understood and agreed that dismissal without cause of a probationary employee shall be at the sole discretion of the Hospital and shall not be made the subject of a grievance.

#### **ARTICLE 15 - SENIORITY**

15.01 Seniority with the Hospital is the employee's employment status earned on the basis of hours worked from the last date of hire. Such seniority will accumulate when an employee is continuously employed on a part-time basis unless interrupted. Seniority will be calculated on the basis of actual time worked.

15.02 Seniority shall accumulate in the following circumstances only:

- (a) when actually at work for the Hospital
- (b) when on an authorized leave of absence unless he is away more than thirty (30) consecutive days.

15.03 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 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 the lesser of his length of seniority or twelve months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five working days after he has received the notice of recall, and fails to report to work within ten working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for the lesser of his length of seniority or twelve months.

15.04 Seniority lists will be revised every six (6) months (April and October) a copy of which will be given to the Union, posted on the appropriate bulletin board and filed with the Personnel Department. If an employee does not challenge the position of his name on the seniority list within three (3) working days from the date his name first appears on the seniority list, provided he is at work when the list is posted, then he shall be deemed to have proper seniority standing. In the event the employee is not at work, he must object to his seniority standing within three (3) working days from the day he returns to work.

Starting June 1, 1982, the Hospital will maintain a separate record showing the actual time worked since that date for the purpose of progression on the salary grid (Schedule "A").

15.05 In all cases of job postings, reduction of staff, and in cases of promotion other than to appointments to supervisory positions, demotions, and transfers to higher paid jobs, the following factors shall apply:

- (a) qualification, ability, skill and efficiency
- (b) seniority.

Where in the opinion of the Hospital factors in (a) above are relatively equal, factor (b) shall govern.

In filling supervisory positions, the Hospital will give consideration to employees in its employ,

15.06 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, since (at Cambridge Memorial Hospital use only the hours worked June 2, 1982) and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

15.07 Any conflict or grievance having to do with the observance or non-observance of seniority rules as herein set out may be referred by the aggrieved employee to the grievance procedure. Any such grievance shall be taken up at Step 3 of the grievance procedure.

#### **ARTICLE 16 - LAY-OFF**

16.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority 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 3450 hours service, one week's notice.

3450 hours or more but less than 8,265 hours service, two weeks' notice.

8265 hours or more but less than 17,250 hours service, four weeks' notice.

17,250 hours or more service, eight 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. In addition to the above, the employer shall also inform the Union at least thirty (30) calendar days in advance of any proposed lay-off of more than eight (8) weeks' duration.

16.02 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).

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

16.04 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.

#### **ARTICLE 17 - RECALL**

17.01 An employee shall have the opportunity of recall from a lay-off to an available opening, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure.

Notwithstanding the above, this position so filled shall be posted under the job posting provisions of this agreement. The recalled employee will automatically be deemed to have applied for the position.

Should the recalled employee not remain in the position as a result of this job posting, he shall be given the opportunity of replacing the successful applicant to the job posting if he can perform the duties of that classification without training other than orientation. Otherwise, the recalled employee shall be laid off.

17.02 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.

17.03 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 .04 below, or have been found unable to perform the work available.

17.04 It is the sole responsibility of the employee who has been laid off to notify the Employer 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 Employer (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 Employer.

17.05 Where the employee fails to notify the Hospital or to return to work in accordance with the provisions of Paragraph .04, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

17.06 A laid off employee shall retain the rights of recall for a period of the lesser of his length of seniority or twelve (12) months from the date of lay-off.

## **ARTICLE 18 - ALL LEAVES OF ABSENCE**

18.01 In all following leaves of absence seniority, as described in Article 15, will apply unless specifically dealt with under this Article.

### **18.02 Union Leave**

18.02.1 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.

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.

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).

### **18.03 Maternity Leave**

18.03.1 The provisions under the Employment Standards Act, Section 35 and 36 shall apply to Maternity Leave for any pregnant employee who has been employed for at least ten (10) months, as well as the sub-sections listed below.

18.03.2 The Hospital may require the employee to begin leave of absence at such time as in the opinion of the Hospital, 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.

18.03.3 An employee intending to resume employment with the Hospital is required to advise the Hospital in writing two (2) weeks prior to the expiry of the leave and, if requested by the Hospital, furnish medical proof of her fitness to resume her employment following the leave of absence.

18.03.4 Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to November 15, 1984, an employee on leave as set out above 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 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.

#### 18.04 Adoption Leave

18.04.1 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.

18.04.2 It is understood that during any such leave, credit for service for the purposes of salary increment, vacations, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave 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 or she is participating for the period of the absence. Credit for seniority during any such leave shall accrue for a period of ninety (90) days.

#### 18.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay for any scheduled shift 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 a court;
- (b) presents proof of service requiring the employee's attendance;

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

#### 18.06 Workers' Compensation Leave

Where an employee has reported and commenced employment for the shift, if an accident occurs compensable by Workers' Compensation, the said employee will be paid for the balance of the shift.

#### 18.07 Education Leave

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.

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, endeavor to arrange the shifts of employees attending courses or seminars to permit such attendance.

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.

#### 18.08 Bereavement Leave

18.08.1 In the event of the death of the employee's wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child, guardian, step-parent, grandchildren and grandparents, the employee shall be granted such time off without loss of regular pay for any scheduled shift in this period, as may be required to enable the employee to have up to three (3) consecutive days off work, for the purpose of attending the funeral.

Where an employee is unable, due to distance of travel, to attend the funeral, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings (if scheduled to work on that day) to which he would otherwise have been entitled on that day.

18.08.2 In the event of the death of the employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be granted up to one day off without loss of pay for the purpose of attending the funeral.

When an employee is unable, due to distance of travel, to attend the funeral of the brother-in-law, sister-in-law, son-



in-law, or daughter-in-law, he shall be entitled to leave without pay for mourning on the day of the funeral.

## **ARTICLE 19 - HOURS OF WORK & SCHEDULING**

19.01 The normal working day shall consist of seven and one-half (7 1/2) hours excluding the meal period. The said seven and one-half (7 1/2) hours shall be completed within an eight and one-half (8 1/2) hour period after commencing work.

19.02 The hours of work will be as scheduled by the Hospital, but the Hospital does not guarantee to provide employment or work for normal hours or for any other hours. The arrangement of the work schedule is governed by the efficient operation of the Hospital, and by the decision of the Hospital as to the number of staff required to be on duty at any one time. The Hospital will post three week work schedules for regularly scheduled part-time employees at least one week prior to the commencement of the schedule and will endeavour to have posted three weeks of schedules. Once schedules are posted they will not be changed except in an emergency or by mutual consent. An exchange of shifts by employees for their own personal convenience requires the consent of the Department Head, providing that the Hospital shall not be responsible for the payment of overtime arising out of the change of shift.

19.03 Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.

19.04 The changing of Daylight Saving Time to Standard Time or vice versa shall not be the cause of paying more or less than the normal scheduled daily hours during the week in which such changes take place. There shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement.

19.05 Employees must report in to their respective supervisor, in uniform at the commencement of their shift and remain in uniform for the full working shift.

19.06 Photocopies of the original schedules will be given to the Chief Steward when the schedules are posted.

19.07 An employee who refuses work offered, unless a reason acceptable to the Hospital is given shall be subject to the following:

- (a) First offence - the employee will be given a verbal acknowledgement of the refusal.
- (b) Second offence within twelve (12) months - The employee will be given a written acknowledgement of the refusal.

- (c) Third offence within twelve (12) months - The employee will be suspended from work, without pay, for a period of one full shift.
- (d) Fourth offence within twelve (12) months - The employee shall be subject to discipline up to and including termination.

## **ARTICLE 20 - OVERTIME**

20.01 When an employee is required by the Hospital to perform work in excess of seven and one-half (7 1/2) hours in one day or seventy-five hours in a pay period, he will be compensated at the rate of one and one-half (1 1/2) times his basic straight time hourly rate of pay for all authorized overtime worked. No overtime will be paid where the time worked was a result of an exchange of shifts between employees. The Hospital has the right to require employees to perform reasonable authorized overtime work.

20.02 Overtime premium will not 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.

20.03 Call-back shall not be considered as hours worked for the purpose of this Article.

20.04 When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the four dollars (\$4.00) payment.

## **ARTICLE 21 - BULLETIN BOARDS**

21.01 The Union shall have the privilege of posting Union notices on Bulletin Boards provided by the Hospital for such purposes. The Hospital agrees to supply an adequate number of such Boards for the Union's use. Such notices must be submitted to and be approved by the Hospital's appointee for such purposes before the posting occurs. Union notices shall be confined to these Bulletin Boards.

## **ARTICLE 22 - JOB POSTINGS AND TRANSFERS**

22.01 The Hospital shall post a notice of all vacant or newly created positions in the bargaining unit for a period of three (3) working days in order that employees may have an opportunity to apply for such positions. No posting will be made in the case of temporary vacancies. The decision to fill a vacancy from among employees within the bargaining unit, making application for a job posting, shall be made in accordance with the provisions of Article 15.04 of this Agreement. Where there are no applicants from within the bargaining unit who have the necessary qualification, ability, skill and efficiency for the job in question, the Hospital may engage a person from outside the bargaining unit,

22.02 The Hospital agrees to provide the Union with a copy of job postings within the bargainig unit.

22.03 When an employee is promoted or transferred, except on a temporary basis, within the bargaining unit, he shall be allowed a probationary period of up to four hundred and fifty (450) hours of work, during which time the Hospital shall determine the employee's suitability for the new position. Within this time, the employee may voluntarily return or be returned by the Hospital to his former position and wages without loss of seniority.

22.04 An employee may apply for as many vacancies as he/she wishes. If an employee is successful in obtaining a transfer, he/she may not be eligible for another transfer within six (6) months following the transfer.

22.05 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, (at Cambridge Memorial Hospital use only the hours worked since June 2, 1982) and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

## **ARTICLE 23 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE**

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

23.02 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 representative selected or appointed by the Union from amongst bargaining unit employees.

23.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

23.04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

23.05 Meetings shall be held every third 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,

23.06 Any representative(s) appointed or selected shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

23.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

#### **ARTICLE 24 - HEALTH & WELFARE**

24.01 A part-time employee who has been on the active payroll of the Hospital for a period in excess of ten (10) weeks from the last date of hire, 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, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, 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.

Without limiting the generality of the foregoing, the 14% in lieu of all benefits shall include pension, sick leave, lieu days for statutory holidays, dental plan, extended health care, O.H.I.P., life insurance, long term disability, semi-private coverage or any other plans the Hospital has or may enter into.

24.02 All employees covered by this Agreement may, upon approval of the Hospital, enter into any health and welfare scheme provided by the Hospital if applicable. All costs of any scheme will be borne by the participating employee.

**ARTICLE 25 - STATUTORY HOLIDAYS**

25.01 The following shall be considered paid holidays:

New Year's Day	Civic Holiday
Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

25.02 Where an employee is required to work on one of the above named holidays, the employee will be compensated at the rate of one and one-half (1 1/2) times his basic straight time hourly rate of pay for the hours actually worked.

**ARTICLE 26 - ANNUAL VACATIONS AND VACATION PAY**

26.01 All eligible employees shall be given their appropriate percentage vacation pay in each pay period. Regularly scheduled part-time employees will be allotted a two week unpaid leave of absence for annual vacation. Employees may request additional unpaid time off, equal to their entitlement.

26.02 Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985. The seniority for service for vacation entitlement shall be calculated from the October 18, 1986 seniority list by dividing the total number of hours of seniority by 1950 and multiplying by 1725 (1725 hours = 1 year service).

26.03 Effective October 10, 1986

A part-time employee who has completed less than 5175 hours of continuous service shall receive 4% of gross earnings.

A part-time employee who has completed 5175 hours but less than 13800 hours of continuous service shall receive 6% of gross earnings.

A part-time employee who has completed 13800 hours but less than 29325 hours of continuous service shall receive 8% of gross earnings.

A part-time employee who has completed 29325 hours of continuous service or more shall receive 10% of gross earnings.

**ARTICLE 27 - WAGES, STANDBY, CALL-BACK, REPORTING PAY AND TEMPORARY TRANSFERS**

27.01 Wages - The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in

Schedule "A" attached hereto which is hereby made a part of this Agreement.

27.02 Standby - An employee required to be on standby shall receive standby pay in the amount of one dollar and forty cents (\$1.40) for each hour during which standby is scheduled by the Employer.

27.03 Call-Back - An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours shall be paid a minimum of three (3) hours pay at time and one-half (1 1/2) his regular straight time hourly rate of pay except to the extent that the call-back period overlaps and extends into his regular shift in which case he shall receive premium pay only for the hours actually worked. Any calls that occur during the reporting pay period will be covered by the reporting pay.

27.04 Reporting Pay - Part-time employees who report for any scheduled shift will be guaranteed work for at least one-half (1/2) the regular shift, or, if no work is available, will be paid for a least one-half (1/2) the regular shift except 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 not less than one hour's prior notice not to report for work.

27.05 Temporary Transfers - When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

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

#### **ARTICLE 28 - TECHNOLOGICAL CHANGE**

28.01 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.

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 minimization of adverse effects (if any) upon the employees concerned.

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

## **ARTICLE 29 - JOB SECURITY**

### **29.01 No Contracting Out**

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

**29.02** Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

**29.03** 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.

### **29.04 Volunteers**

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 Union/Management committee must be convened at least three (3) weeks prior to the initiation of such a drive.

29.05 The use of volunteers shall not be expanded beyond the extent of existing practice as of June 1, 1986.

### **ARTICLE 30 - EMPLOYMENT AGENCIES**

30.01 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.

### **ARTICLE 31 - PERSONNEL FILES**

31.01 Copies of all disciplinary actions will be kept in the employee's personnel file and will be removed after twenty-four (24) months if the employee has been discipline free.

### **ARTICLE 32 - TERMINATION**

32.01 This Agreement shall continue in full force and effect until the 10th day of October 1987, and shall continue in full force from year to year thereafter, unless in any year within the period of ninety (90) days prior to October 10th either party shall furnish the other with notice of termination of or proposed revision of this Agreement.

32.02 In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

32.03 Pursuant to such negotiations, if an agreement for the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such termination date, unless it is extended for a specific period by mutual agreement of the parties.



SCHEDULE "A"

S.E.I.U. (PART-TIME SERVICE)

NOVEMBER 16, 1986

Classification	Start	HOURLY RATES		
		After 862.5 Hours of work	After 1725 Hours of work	After 3450 Hours of work
Ambulance Driver/Attendant Trained with EMCA Included in Rate Nov. 16, 1986	12.822	12.906	13.032	13.199
Operating Room Technician	11.472		11.589	11.719
Registered Nursing Assistant	11.297		11.413	11.542
Orderly and Cook	10.989	11.067	11.186	11.345
Kitchen Helper, Cleaner Groundskeeper, C.S.S. Porter	10.672	10.748	10.825	10.945
Assistant Cook/Salad Worker, Special Diet Aide	10.399	10.475	10.552	10.672
C.S.S. Aide	10.115	10.224	10.301	10.388
Cafeteria Cashier	10.082	10.159	10.235	10.322
Kitchen Aide, Cleaning Linen Aide	9.984	10.060	10.137	10.213

As of October 10, 1986, hours of work converted as 1725 hours =  
1 year.

SCHEDULE "A"

S.E.I.U. (PART-TIME SERVICE)

NOVEMBER 16, 1985

Classification	Start	HOURLY RATES		
		After 862.5 Hours of work	After 1725 Hours of work	After 3450 Hours of work
Ambulance Driver/Attendant Trained	12.062	12.143	12.264	12.426
Operating Room Technician	11.028		11.140	11.265
Registered Nursing Assistant	10.859		10.971	11.095
Orderly and Cook	10.563	10.639	10.752	10.906
Kitchen Helper, Cleaner, Groundskeeper, C.S.S. Porter	10.259	10.332	10.406	10.521
Assistant Cook/Salad Worker, Special Diet Aide	9.996	10.070	10.143	10.259
C.S.S. Aide	9.723	9.828	9.902	9.986
Cafeteria Cashier	9.692	9.765	9.838	9.923
Kitchen Aide, Cleaning Aide, Linen Aide	9.597	9.671	9.744	9.818

As of October 10, 1986, Hours of work converted as 1725 hours =  
1 year.

Dated at Cambridge, Ontario this 17th day of November 1987.

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204  
Part-time Employees  
A.F. of L., C.I.O., C.L.C.

CAMBRIDGE MEMORIAL HOSPITAL  
CAMBRIDGE, ONTARIO

*R. McPherson*  
\_\_\_\_\_  
*Allen Clark*  
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*David*  
\_\_\_\_\_  
*John Hamlin*  
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RN/KO

MEMORANDUM OF UNDERSTANDING

Joint Job Security Committees

This will confirm that the parties will establish both central and local joint committees to discuss planned changes that will result in the displacement of bargaining unit members. The central committee would examine developments in such matters as new technology or contracting out or training of hospital personnel that might over time affect employees in these bargaining units. At the local level, the committees could discuss any change contemplated during the life of this agreement that might displace these employees.

These committees would have equal representation from both sides. The size of a given committee would depend on the size of the hospital concerned. We believe that the smallest committee should have two representatives from each side and the largest committee (at the central table), about a dozen representatives from each side.

Each committee should meet at least once between the date of this Award and February 28, 1985. There should be at least one further meeting between March 1, 1985, and the termination of this agreement.

FOR THE PARTICIPATING  
HOSPITALS

C. Boettcher \_\_\_\_\_

R. D. Halstead \_\_\_\_\_

R. Wallwork \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE PARTICIPATING  
LOCAL UNIONS

S. E. Roscoe \_\_\_\_\_

D. J. Burshaw \_\_\_\_\_

L. Piersanti \_\_\_\_\_

L. O'Brien \_\_\_\_\_

V. Ward \_\_\_\_\_

F. Kelly \_\_\_\_\_