

SOURCE	HOSP.
EFF.	890929
TERM.	910928
No. OF EMPLOYEES	385
NOMBRE D'EMPLOYÉS	ei

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

ST. PETER'S HOSPITAL

(hereinafter called the "hospital")

and

CUPE LOCAL 778

Expires: September 28, 1991

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ARTICLE 1 - PREAMBLE

1.01 - PREAMBLE

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 - Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 - DEFINITIONS

2.01 - Temporary' Employee

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

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

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

2.02 - Part-time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular pre-determined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

2.03 - A Part-time Employee is:

- a) An employee working a regular schedule, less than the normal schedules hours as defined in Article 14.01.
- b) A permanent relief employee appointed to such position and who fulfills the availability requirements.
- c) A casual employee who does not work a regular schedule less than a normal schedule, and does not meet the availability requirements.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 4 - STRIKES & LOCKOUTS

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 - Notification to Union

The Hospital will provide the union with a list, monthly, of all hirings, layoffs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

5.03 - 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.

5.04 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the hospital without proper authorization from the union.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 - Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, not its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on hospital premises or on hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

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

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 - Local Bargaining Committee

The Hospital agrees to **recognize** a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union Of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end with ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 - Union Central Bargaining Committee Leave

In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

6.05 - Union Stewards

The hospital agrees to **recognize** Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally.

6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the grievance Committee shall be determined locally.

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 the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his 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 Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator **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 Canadian Union of Public Employees and the

griever may be present at the meeting. It is further understood that the Hospital Administrator 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 the 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 equally 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 - ACCESS TO FILES

Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director, Human Resources or designate. An employee has the right to request copies of any evaluations in this file.

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work (or 337.50 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

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

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this **Article.**"

9.03 - Loss of Seniority

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

- a) resigns;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- e) has been laid off for twenty-four (24) months;
- f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- g) is absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced.

9.04 - Effect of Absence

FOR FULL-TIME EMPLOYEES ONLY

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective October 20, 1990 the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective October 20, 1990 service shall accrue for the initial seventeen weeks from the commencement of the leave if the employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.C.B. benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.C.B. benefits, or for a period of one (1) year if an employees unpaid absence is due to an illness.

9.05 - Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

Vacancies created by the filing of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays, and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for **vacant** positions referred to in this Article,

employees in other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the position may be filled on a temporary basis until the trial period is completed.

Such notice shall contain the following information: nature of position, qualifications, department and/or floor if relevant, required knowledge and education, day, evening or night shift, wage or salary rate. These qualifications may not be established in an arbitrary manner. During the notice period, the Hospital may temporarily assign a person to fill the vacancy. Vacancies created by leave of absence of less than two (2) months may be filled by relief staff and not fall within the requirements of this clause. Temporary vacancies of over two (2) months shall be posted.

In the event that there are no suitable applicants for a job vacancy from the Hospital's employees, the Hospital shall have the right to hire new employees to fill the vacancy.

A list of vacancies filled in the preceding month under this article and the names of the successful applicants will be posted, with a copy provided to the union.

9.06 - Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix).

- a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding 6 months. Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- c) In the event an employee transferred out of the bargaining unit under b) above is returned to the bargaining unit within a period of six calendar months, he shall accumulate seniority during the period of time outside the bargaining unit,

NOTE:

Employees outside the bargaining unit as of (the effective date as set out in the Local Provisions Appendix) will be credited with whatever seniority they held under the collective agreement expiring September 23, 1984 should they be returned to the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix).

9.07 - Transfer of Seniority and Service

Effective as of the date set out in the Local Provisions Appendix and for employees who transfer subsequent to that effective date.

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- a) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- b) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one year for each 1725 hours worked.

The above noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned Without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9.08 - Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will:

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

In the event of a substantial bed cut-back or cut back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act,

9.09 - Layoff and Recall

FOR FULL-TIME AND REGULAR PART-TIME EMPLOYEES

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

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.

(Note : For purposes of the operation of clause (b), an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.)

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

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

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

No new employees shall be hired until all those laid off have been given the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

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

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

9.10 - Benefits on Layoff

FOR FULL-TIME EMPLOYEES ONLY

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits 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 programmes, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

9.11 - Technological Change

The Hospital undertakes to notify the Union in advance, so far 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.

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.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There

shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

ARTICLE 10 - 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 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 provision.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - WORK OF THE BARGAINING UNIT

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

11.02 - Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union, figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three month intervals, the number of volunteers for the current month and the number of hours worked.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, 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.

12.02 - Union Business

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

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, unless not reasonably possible to give such notice.

The **cumulative** total leave of absence, the number of employees that may be absent at any one -time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

12.03(a) - Full-time Position with the Union (FT)
(The clause is applicable to full-time employees only)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected **or** appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.03(b) - Full-Time Position with the Union (PT)
(The clause is applicable to part-time employees only)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.03(c) - Leave for OCHU President

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the position of the President of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.04 - Bereavement

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three consecutive days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

12.05(a) - Jury & Witness Duty (F.T.)

(This clause is applicable to full-time employees only.)

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

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

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

12.05(b) - Jury & Witness Duty (PT)

(This clause is applicable to part-time employees only)

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

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

In addition to the foregoing, where a part-time employee is **required by** subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

12.06(a) - Maternity Leave (F.T.)

(The following clause is applicable to full-time employees only.)

Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.

The service requirement for eligibility for maternity leave shall be 10 months of continuous service.

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**.

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.

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.

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, 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.

Effective October 20, 1990, credits for service shall accumulate for initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

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

Effective October 20, 1990, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

The employee shall reconfirm her intention to return to work on the date originally provided to the hospital by written notification received by the Hospital at least two weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06(b) - Maternity Leave

(The following clause is applicable to part-time employees only)

Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.

The service requirement for eligibility for maternity leave shall be 10 months of continuous service.

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.

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.

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.

Effective October 20, 1990, cl-edits for service shall accumulate while an employee is on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

When a maternity leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.

The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital by written notification received by the Hospital at least two weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the **same** rate of pay.

12.07(a) - Adoption Leave

(The following clause is applicable to full-time employees only.)

Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall 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.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective October 20, 1990, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five 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 stubs as proof that she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked **prior** to the commencement of the leave times her normal weekly hours.

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

Effective October 20, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

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

Effective October 20, 1990, the Hospital will continue to pay its share of the premiums of the subsidized **employee** benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.

12.07(b) - Adoption Leave

(The following clause is applicable to part-time employees only.)

Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall 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.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective October 20, 1990, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption benefits 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.

Effective October 20, 1990, credits for service shall accumulate while an employee is on adoption leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

When an adoption leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.

12.08 - Education Leave

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.

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.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.

ARTICLE 13 - SICK LEAVE (F.T.)

13.01 - Sick Leave

(The following clause is applicable to full-time employees only)

Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WCB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

13.02 - Injury Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

13.03 - Payroll Deduction for Union Sponsored LTD Plan

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

13.04

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

13.05

Employees who have acquired seniority standing will become eligible for one and one-half (1 1/2) days of sick leave per each month of completed employment. Any unused sick leave will accumulate to the employee's credit and such unused sick leave may accumulate to a maximum of three hundred and eighteen (318) days.

To ensure the safety of the patient and the well-being of the employee, the Hospital reserves the right to require the employee to provide information from his doctor in relation to his ability to return to work and his ability to carry out his regular job and/or to ensure that appropriate treatment has been taken during the period of sickness to minimize the ongoing effect on his health.

13.06

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. 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.

13.07

Where an employee is granted leave of absence, he shall retain his accumulated sick leave credits.

13.08

A record of all unused sick leave will be kept by the Hospital. Any employee is to be advised, upon application, of the amount of sick leave accrued to his credit.

13.09

An employee who has completed two years of continuous service shall, on termination of employment, one half (1/2) of his unused sick leave credits at his current rate of pay. This applies only to employees hired prior to October 2, 1979 and eligible for sick leave at that time. For new hires only Article 13.10 applies.

13.10

Further to Article 13.09, the following schedule of payment of unused sick leave credits will apply to an employee upon termination of service:

After Years of Service	Entitlement
5 years	55%
10 years	65%
15 years	75%
20 years	100%

In the event of the death of an employee prior to termination of employment, his estate representative is entitled to receive payment of the gratuity calculated to the above date of death.

13.11

Within one month after January 1st of each year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit, as of January 1st.

13.12

The use of vacation time at the expiration of sick time shall be at the employee's option.

ARTICLE 14 - HOURS OF WORK14.01 - Daily & Weekly Hours of Work

The standard work day for all employees shall be seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid meal break and the standard work week shall be thirty-seven and one-half (37 1/2) hours. The Hospital shall schedule meal periods for each department. The meal period shall be an uninterrupted period except in cases of emergency.

For employees on rotational shifts the work schedule, subject to any scheduling restrictions, shall not exceed one hundred and fifty (150) hours in any two (2) consecutive pay periods,

14.02(a) - Rest Periods (FT)

(This clause is applicable to full-time employees only)

The Hospital will schedule one fifteen minute rest period for each full half scheduled shift.



14.02(b) - Rest Periods (PT)

(This clause is applicable to part-time employees only)

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.

14.03 - Additional Rest Periods

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.

ARTICLE 15 - PREMIUM PAYMENT15.01 - Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule A of the Collective Agreement.

15.02 - Definition of Overtimea) FOR FULL-TIME EMPLOYEES ONLY

In the event that an employee shall be required to work in excess of his/her regularly scheduled work day or work week (in the case of employees on rotational shifts, in excess of the work as defined in 14.01) the employee shall receive the overtime rate for all such hours worked.

b) FOR PART-TIME EMPLOYEES ONLY

A part-time employee except for casual employees will qualify for the provisions of Article 15.02 a) and G-3 g) when such overtime exceeds the full normal scheduled daily or weekly hours for his/her classification.

15.03 - No Pyramiding

The overtime rate shall be time and one-half the employee's straight-time hourly rate. 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.

15.04 - 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 the 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.

15.05 - Reporting lay

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 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 prior notice not to report for work. Part-time employees scheduled to work less than 7-1/2 hours per day will receive a pro-rated amount of reporting pay.

15.06 - Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Superior provisions shall remain,

15.07 - Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

15.08 - Temporary Transfer

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 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.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 - Shift Premium

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

ARTICLE 16 - HOLIDAYS16.01 - Number of HolidaysFOR FULL-TIME EMPLOYEES ONLY

There shall be twelve (12) holidays and these holidays are set out in the local Appendix.

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.

16.02 - Definition of Holiday Pay and QualifiersFOR FULL-TIME EMPLOYEES ONLY

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

16.03(a) - Payment for Working on a Holiday (F.T.)

(The following clause is applicable to full-time employees only)

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

16.03(b) - Payment for Working on a Holiday

(This clause is applicable to part-time employees only)

If an employee is required to work on any of the holidays set out in the local Appendix, the employee shall be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday,

16.04 - Payment for Working Overtime on a Holiday

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.

ARTICLE 17 - VACATIONS17.01(a) - Full-Time Vacation Entitlement, Qualifiers & Calculation of Payment

(The following clause is applicable to full-time employees only)

Effective September 29, 1989, vacation entitlement shall be as follows:

An employee -who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

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

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

17.01(b) - Part-Time Entitlement, Qualifiers, and Calculation of Payment

(The following clause is applicable to part-time employees only)

A part-time employee shall be entitled to unpaid time off for vacation calculated on the same basis as full-time employees (Article 17.01 (a)) but on a pro-rated basis, with the following percentages paid as vacation pay:

2 weeks entitlement	4% vacation pay
3 weeks entitlement	6% vacation pay
4 weeks entitlement	8% vacation pay
5 weeks entitlement	10% vacation pay
6 weeks entitlement	12% vacation pay

Progression of Vacation Schedule (Part-Time)

Effective October 10, 1986 Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees 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.

17.03 - Illness During Vacation

FOR FULL-TIME EMPLOYEES ONLY

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

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

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

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ARTICLE 18 - HEALTH & BENEFITS

18.01 - Insured Benefits

FOR FULL-TIME EMPLOYEES ONLY

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

- a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- b) The Hospital agrees to contribute 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 (as amended below) or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are Paid by the employee through payroll deductions. Effective October 1, 1990, \$15.00 (single) and \$25.00 (family). In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective October 1, 1990, vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- c) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect.
- d) The Hospital agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction. Effective October 1, 1990 the hospital's contribution to the Dental Plan will be 75%.

18.02 - Chancre of Carrier

FOR FULL-TIME EMPLOYEES ONLY

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) 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 benefits programmes contracted for and in effect for employees covered herein.

18.03 - PensionFOR FULL-TIME EMPLOYEES ONLY

All present employees enrolled 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 enroll in the plan when- eligible in accordance with its terms and conditions.

18.04 - Benefits for Part-time Employees

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

ARTICLE 19 - HEALTH & SAFETY19.01 - Health & 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 representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The committee shall maintain minutes of all meetings and make the same available for review.

- f) Any representative appointed or selected in accordance with b) hereof shall serve for a term of one 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 time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of **all** safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 - Protective Footwear

FOR FULL-TIME EMPLOYEES ONLY

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35.00 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

1. Maintenance
2. Grounds
3. Ambulance
4. Stores (only where frequently working in storage areas)
5. Porterage (as determined by the Hospital) **heavy** carts on a regular basis e.g. linen carts, food wagons.

ARTICLE 20 - COMPENSATION**20.01 - 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) working days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B. an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.02 - Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within 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).

20.03 - Wages

The Hospital shall pay salaries and wages in accordance with Schedule 'A' hereto and forming part of this Agreement.

20.04 - Progression on the Wage Grid

FOR PART-TGIF EMPLOYEES ONLY

Effective October 10, 1986, part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - DURATION

21.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 1991. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 - Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

SIGNING PAPER

Dated at HAMILTON , Ontario, this 26th day of FEBRUARY 1991.

FOR THE LOCAL UNION

[Signature]
[Signature]
Miriam Lockhart
Susan Kristiansen

FOR THE HOSPITAL

J.C. Klouff
[Signature]

Effective
September 29/89 (8%)

WAGE SCHEDULE "A"
(C.U.P.E. SALARY RANGES)

	<u>STARTING</u> <u>RATE</u>	<u>AFTER</u> <u>1 YEAR</u>	<u>AFTER</u> <u>2 YEARS</u>
Registered Nursing Assistant	13.4681	13.6165	13.7647
Nurse Aid	13.0379	13.1862	13.3343
Housekeeping I	12.2957	12.4444	12.5926
Housekeeping II	12.8404	12.9886	13.1369
Housekeeping II/ Evening Project	12.9386	13.0870	13.2357
Linen Attendant	12.9386	13.0870	13.2357
Electrician/Plumber/ Pipefitter/Millwright	16.6186	16.8825	17.0839
Maintenance II	15.6718	15.8355	15.9999
Storeman Receiver Clerk	13.2684	13.4268	13.5586
Porters	12.9386	13.0870	13.2357
Para Professional Aide	13.5591	13.7076	13.8560
Head Cook	13.8289	13.9773	14.1255
Cook	13.2853	13.4339	13.5823
Dietary Assistant II	12.8404	12.9886	13.1369
Dietary Assistant I	12.3454	12.4938	12.6420
Administrative Clerk I	11.5426	11.8543	12.1660
Administrative Clerk II	12.3468	12.7957	13.2497
Administrative Clerk III	12.7074	13.1587	13.6103
Administrative Clerk IV	13.5774	14.0698	14.5623
Therapeutic & recreationists	13.5774	14.0698	14.5623

<u>Effective</u> <u>September 29/90 (7%)</u>	<u>WAGE SCHEDULE "A"</u> <u>(C.U.P.E. SALARY RANGES)</u>		
	<u>STARTING</u> <u>RATE</u>	<u>AFTER</u> <u>1 YEAR</u>	<u>AFTER</u> <u>2 YEARS</u>
Registered Nursing Assistant	14.4109	14.5697	14.7282
Nurse Aid	13.9506	14.1092	14.2677
Housekeeping I	13.1564	13.3155	13.4741
Housekeeping II	13.7392	13.8978	14.0565
Housekeeping II/ Evening Project	13.8443	14.0031	14.1622
Linen & Attendant	13.8443	14.0031	14.1622
Electrician/Plumber/ Pipefitter/Millwright	17.7819	18.0643	18.2798
Maintenance IX	16.7688	16.9440	17.1199
Storeman Receiver Clerk	14.1972	14.3667	14.5077
Porters	13.8443	14.0031	14.1622
Para Professional Aide	14.5082	14.6671	14.8259
Head Cook	14.7969	14.9557	15.1143
Cook	14.2153	14.3743	14.5331
Dietary Assistant II	13.7392	13.8978	14.0565
Dietary Assistant I	13.2096	13.3684	13.5269
Administrative Clerk I	12.3506	12.6841	13.0176
Administrative Clerk II	13.2111	13.6914	14.1772
Administrative Clerk III	13.5969	14.0798	14.5630
Administrative Clerk IV	14.5278	15.0547	15.5817
Therapeutic Recreationists	14.5278	15.0547	15.5817

PAY EQUITY SCALE

Effective September 28/90	WAGE SCHEDULE "A" (C.U.P.E. SALARY RANGES)		
	<u>STARTING RATE</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>
Registered Nursing Assistant	14.6361	14.7949	14.9534
Nurse Aid	13.9506	14.1092	14.2677
Housekeeping I	13.2333	13.3924	13.5510
Housekeeping II	13.7392	13.8978	14.0565
Housekeeping II/ Evening Project	13.8443	14.0031	14.1622
Linen Attendant	13.8443	14.0031	14.1622
Electrician/Plumber/ Pipefitter/Millwright	17.7819	18.0643	18.2798
Maintenance II	16.7688	16.9440	17.1199
Storeman Receiver Clerk	14.1972	14.3667	14.5077
Porters	13.8443	14.0031	14.1622
Para Professional Aide	14.5082	14.6671	14.8259
Head Cook	14.7969	14.9557	15.1143
Cook	14.2153	14.3743	14.5331
Dietary Assistant II	13.8161	13.9747	14.1334
Dietary Assistant I	13.2865	13.4453	13.6038
Administrative Clerk I	12.8840	13.2175	13.5510
Administrative Clerk II	13.2880	13.7683	14.2541
Administrative Clerk III	13.6738	14.1567	14.6399
Administrative Clerk IV	14.6047	15.1316	15.6586
Therapeutic Recreationists	14.5278	15.0547	15.5817

Effective <u>January 1/91</u>	<u>WAGE SCHEDULE "A"</u> <u>(C.U.P.E. SALARY RANGES)</u>		
	<u>STARTING RATE</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>
Registered Nursing Assistant	14.9064	15.0652	15.2237
Nurse Aid	13.9506	14.1092	14.2677
Housekeeping I	13.2333	13.3924	13.5510
Housekeeping II	13.7392	13.8978	14.0565
Housekeeping II/ Evening Project	13.8443	14.0031	14.1622
Linen Attendant	13.8443	14.0031	14.1622
Electrician/Plumber/ Pipefitter/Millwright	17.7819	18.0643	18.2798
Maintenance II	16.7688	16.9440	17.1199
Storeman Receiver Clerk	14.1972	14.3667	14.5077
Porters	13.8443	14.0031	14.1622
Para Professional Aide	14.5082	14.6671	14.8259
Head Cook	14.7969	14.9557	15.1143
Cook	14.2153	14.3743	14.5331
Dietary Assistant II	13.8449	14.0035	14.1622
Dietary Assistant I	13.5449	13.7037	13.8622
Administrative Clerk I	12.8840	13.2175	13.5510
Administrative Clerk II	13.5416	14.0219	14.5077
Administrative Clerk III	13.9274	14.4103	14.8935
Administrative Clerk IV	14.8583	15.3852	15.9122
Therapeutic Recreationists	14.5278	15.0547	15.5817

APPENDIX OF LOCAL PROVISIONS**ARTICLE A - RECOGNITION**

- A-1 The Hospital agrees to recognize the Union as the sole and exclusive bargaining agent of all employees save and except: professional medical staff; technical personnel; supervisors; persons above the rank of supervisor; chief engineer; operating engineers; secretaries to the President, Vice Presidents, Directors, the Personnel Assistant, The Human Resources Receptionist, and the Volunteer Services Secretary.
- A-2 For the purpose of this Article the term professional medical staff includes graduate and under-graduate: nurses, doctors, physiotherapists, occupational therapists, psychologist, speech therapists, dieticians, social workers, pharmacists and similar.
- A-3 For the purposes of this Article, the term technical personnel includes: electro-encephalographists, electrical shock therapists, laboratory, radiological, pathological, cardiological technicians.

ARTICLE B - DUES DEDUCTIONS AND REMITTANCE

- B-1 The Hospital shall deduct regularly from the pay of every employee in the bargaining unit an amount equivalent to the sum of union dues which are uniformly levied on each and every member of the union.
- B-2 The Hospital shall remit the amount of such union dues within ten (10) working days following the date of deduction to the Treasurer of Local 778, together with a list of employees, from whom the deductions were made. Within the first ten (10) working days of any month, the Hospital shall provide the Union with a list of part-time employees, indicating their total hours worked year-to-date. Working days in this context do not include Saturdays, Sundays, and Statutory Holidays.
- B-3 The Hospital shall submit to the Treasurer of C.U.P.E. Local 778, a list of employees, dates of leaves and the amount of monies owed by the Union to the Hospital for designated Union leaves of absence on a quarterly basis.

ARTICLE C - MANAGEMENT RIGHTS

- C-1 Except as specifically abridged, delegated,

granted or modified by this Agreement, all the rights, powers and authority which the Hospital had prior to the execution of this Agreement, are retained by the Management, and remain exclusively and without limitation within the rights of Management.

C-2 Without limiting the generality of the foregoing, Management's functions shall include:

- a) The direction of the working forces, the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved therapeutic methods and facilities, equipment, the amount of supervision necessary, combining or splitting up the departments, work schedules, establishment of standards of care and quality, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
- b) The sole and exclusive jurisdiction over all operations, building, machinery, equipment and tools shall be vested in the hospital.

C-3 In addition, Management's rights shall include:

- a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter, and enforce from time to time, rules and regulations, policies and practices to be observed by its employees, and the right to discipline or discharge employees for just cause.
- b) The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, lay-off, recall, retire at normal retirement age and suspend employees, and select employees for positions not covered by this agreement.
- c) The exercise of any of these rights described in Article C-3 may be the subject of a grievance.

C-4 The employer shall not exercise its rights to direct the working forces in an arbitrary manner, nor shall these rights be used in a manner which would deprive any present employee of his employment, except through just cause or layoff.

ARTICLE D - COMMUNICATION TO UNION

All correspondence between the parties hereto arising out of this Agreement or incidental hereto, shall pass to and from the Administrator of the Hospital or his designate and the Secretary of the Union or his/her delegate

with an additional copy to the President or his/her delegate.

The Hospital shall notify the Union of who will be on their negotiating committee at or about the time the Hospital notifies the Union of it's desire to bargain for the renewal of the Collective Agreement.

ARTICLE E - REPRESENTATION AND COMMITTEES

E-1 The Hospital agrees to recognize the following representatives of the Union

- a) All elected officers

- b) Eight Stewards from the Nursing Groups;
Three Stewards from the Housekeeping Groups;
One Steward from the Porter Group;
One Steward from the Maintenance Group;
Two Stewards from the Dietary Group;
Two Stewards from the Clerical Group;

- c) A Negotiating Board of not more than five (5) employees

- d) A Grievance Committee of not more than three (3) employees

- e) Workers' Compensation representative

E-2 The Union shall notify the Hospital in writing of the Names of the Stewards and the Department each represents, and of any changes in personnel of the Stewards before the Hospital shall recognize them. It is agreed that elected officers may also be designated as stewards by the Union provided such designations do not increase the number of stewards beyond the maximum defined in Article E-1 b).

ARTICLE F - SENIORITY LISTS

The Hospital will maintain a seniority list showing the length of service of all employees. The seniority list will be posted and supplied to the Union within one (1) month of January 1st and July 1st of each year. The previous seniority list shall remain posted for a period of two (2) months.

ARTICLE G - SCHEDULING

G-1 The Hospital does not guarantee hours of work per day or per week or otherwise.

G-2 The Hospital shall grant days off to all employees according to work schedules established to suit the needs of the individual work units or departments.

G-3 The Hospital shall schedule shifts and shall (subject to G-4 below):

- a) Schedule **at least** four (4) **weeks' time sheets**.
- b) Post such time sheets to give each regular employee at least two (2) weeks' notice.
- c) Only change posted schedules with at least seventy-two (72) hours notice. If such notice is not given, the changed schedules shall qualify for payment at the overtime rate.
- d) Schedule no employee for more than six (6) consecutive shifts.
- e) Schedule a minimum period of sixteen (16) consecutive hours off between shift changeovers. If such hours are not scheduled off, all such hours shall qualify for payment at the overtime rate.
- f) Schedule evening and night shift work combined that shall not exceed the day assignment on any employee except for shifts of a special nature previously designated and specifically applied for by a staff member.
- g) Give every employee a minimum of one (1) weekend off in three (3). A weekend consists of the period following completion of the Friday day or evening shift until the commencement of the Monday day shift. Should an employee be required or requested to work either a third (3rd) consecutive weekend or a weekend in which he/she is not scheduled to work, he/she shall be paid at the overtime rate as outlined in Article 15.03 for the regular hours worked on Saturday and/or Sunday. This overtime payment shall apply for every third (3) and subsequent weekend worked until a weekend off is scheduled, except where:
 - i) Such employee requests weekend work
 - ii) Such weekend is worked as a result of an exchange of hours with another employee
 - iii) Such weekend has been worked by the employee to satisfy days off requested by such employee.

The Hospital agrees that no employee shall lose regular wages or hours (for service and seniority purposes) as a result of any rescheduling due to an employee having worked on a third consecutive weekend.

- h) Where the Hospital requests/requires an employee to work his/her scheduled day off, which would result in an overtime payment, the Hospital shall not withdraw the offer of such hours to that employee solely for the purpose of avoiding the overtime payment.

G-4 Therapeutic Recreationists will work flexible hours to provide specialty requirements for the patient activities. Every effort will be made to distribute weekend and evening work equitably. Special skills of the individual staff members may be required on a different basis. The Hospital shall provide monthly schedules posted at least one (1) week in advance. Adjustments can be made by mutual consent. Regular hours shall be continuous on any one (1) day.

G-5 **FOR CLERICAL WORKERS AND THERAPEUTIC RECREATIONISTS ONLY**

Overtime shall be divided equally among employees in an operating unit who are willing and qualified to perform available work.

G-6 a) A permanent relief employee, unless the employee so requests, shall not be scheduled or requested to work:

1. more than six (6) consecutive shifts;
2. for more than two (2) different shifts in any two (2) week period;
3. more than two (2) consecutive weekends.

b) Where prescheduling requirements are known, the pre-schedule shall be posted two (2) weeks prior to work requirements of the relief staff.

G-7 It is agreed that permanent relief employees in Nursing, Housekeeping and Food Services Departments will be available for work on the following basis:

a) In Nursing, must be available for a minimum of 7 days in a two-week period, unless a written request is approved for a specific leave.

In Housekeeping and Food Services, must be available for 10 days every two (2) weeks unless a written request is approved for a specific leave.

b) Must be available for all assignments, all shifts. For purposes of this clause, an employee in Nursing need not be available for more than two (2) shifts (e.g. Days, Evenings or Nights) in a day.

c) Must be available to work weekends; except a third consecutive weekend.

d) In Nursing and Housekeeping, must be available for assignments on 4 specified statutory holidays, including Christmas or New Year's Day, as designated by the Hospital.

In Food Services, must be available for assignments on statutory holidays as designated by the Hospital.

- e) In Food Services and Nursing, must submit completed Availability Confirmation Slips to the department manager (or delegate) at least three (3) weeks in advance of the start of the work period covered by each pre-posted schedule.

ARTICLE H - SPECIFIED HOLIDAYS

H-1 The following days shall be recognized as holidays.

New Year's Day	Victoria Day	Thanksgiving Day
Second Monday in February	Dominion Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	Second Monday in November

H-2 Statutory Holiday shall be defined as a shift where the majority of hours worked fall between midnight (2400) hours beginning the agreed recognized holiday and midnight (2400) hours of its termination.

H-3 a) Time off in lieu of statutory holidays will be given within on (1) month of the Holiday unless it is mutually agreed between the employee and the Hospital that such holiday be taken at another time.

b) The Hospital will pay for the lieu day at the employee's basic straight time hourly rate of pay.

H-4 An employee may elect to change his time off in lieu of four (4) statutory holidays from these provided in the schedule without loss of pay providing that this election does not create an overtime payment, violate the labour code, be taken on an already scheduled statutory holiday, or during the Christmas-New Year season. These Lieu days will be scheduled by agreement between the employee and supervisor.

H-5 Where a statutory holiday occurs during an employee's vacation period, the unused vacation time will be retained in his vacation bank.

H-6 The hospital will endeavour to grant, where possible, either Christmas Day or New Year's Day off. Scheduling provisions may be waived to facilitate one of these days off.

If this is not possible, equally qualified employees in the same department may exchange shifts to accommodate either Christmas or New Year's Day off, with the approval of their supervisor.

Assignment of time off to be determined by personal choice and time off the previous year. These factors being equal, seniority shall prevail. This shall not affect the number of employees allowed to take vacation during this period.

The assignment of time off in the first year of agreement and when there is a conflict shall be resolved on a departmental seniority basis.

ARTICLE I - ADMINISTRATIVE PROVISIONS ON VACATION

- I-1 Vacations may be taken at any time during the calendar year subject to operational requirements, and when there is a conflict in vacation allocation seniority shall govern. Employees shall be allowed to start vacation on any day of the week.
- I-2 All applications for vacation times will be received by the employees' department head or designate not later than March 15 of each year. The Hospital will post vacation schedules not later than April 30 of each year.
- I-3 An employee shall be allowed to carry forward a maximum of five (5) days' vacation credits from one year to the next. Variation may be arranged on request to the Administrator or designate.
- I-4 Upon given ten (10) working days' notice, employees shall receive on the last working day preceding commencement of their annual vacation, pay which may fall due during the period of their vacation. Working days in this context do not include Saturday, Sunday and Statutory Holidays.
- I-5 Vacation pay for permanent and casual relief employees shall be paid in January and July each year.

ARTICLE J - PAY DAY

The Hospital shall pay salaries and wages bi-weekly in accordance with Schedule 'A' attached hereto and forming part of this Agreement. Pay will be deposited to employees' accounts every second Thursday.

Effective February 1, 1988, pay will be deposited to the employees account in the bank, trust company or credit union of their choice, where direct deposit services are available.

ARTICLE K - UNIFORM ALLOWANCE

- K-1 The Hospital shall continue its present practice in relation to provision, replacement, care and laundering of clothing.
- K-2 Nursing staff, physio attendants, occupational therapy attendants, medical attendants, and orderlies not provided with uniforms shall receive an allowance of \$2.00 per week. It shall be issued by separate deposit in April and October.

ARTICLE L - GENERAL

- L-1 The Hospital shall provide accommodation for employees to have their meals and keep their clothes, as it at present provided.
- L-2 The Employer shall provide a bulletin board in the general staff area and in each locker room on which the Union shall have the right to post notices of meeting and such other notices as may be of interest to employees. The bulletin boards presently in ward staff rooms may also be used for such purposes; bulletin boards in the Business Office may be used for information specific to the clerical unit.

Posting of any notice on any of these bulletin boards is subject to the approval of the Director of Human Resources.

- L-3 The Hospital will arrange to provide an annual summary of benefits received by each full-time employee.
- L-4 Job Classification descriptions shall be available for all positions to department heads, employees and the Union. Newly created job classification description shall be forwarded to the Union as soon as available.

ARTICLE M - AGREEMENT

The cost of printing the Collective Agreement shall be shared by the parties, each party paying one half (1/2) the cost thereof.

ARTICLE N - CERTIFICATION

Staff members in positions which require yearly certification, i.e. R.N.A. will submit to the Director of Nursing or designate proof of their certification, not later than February 1st. Time may be extended to February 15th for extenuating circumstances upon a written request to the Director of Nursing by January 15th.

ARTICLE O - MISCELLANEOUS

- O-1 Where an employee has become unable to handle his customary work owing to age or infirmity, the Hospital shall take active measures to relocate such employees in other suitable work within his capabilities.
- O-2 The Union shall be notified of the creation of classifications or the elimination of any existing classifications and an opportunity to discuss this will be provided.
- O-3 The Hospital will provide monthly, a list of Bargaining Unit employees sustaining lost time injuries to the Workers' Compensation Board Representative of the Union. The list will include the employee's department, date of injury and type of injury.

ARTICLE P - MEAL ALLOWANCE

P-1 An employee who works a second consecutive full shift, shall be entitled to the normal rest periods and meal period for the second shift, but shall be provided at the time of the meal period with a meal or four dollars, fifty cents (\$4.50) if the Hospital is unable to provide the meal. Other employees required to work more than two hours overtime on the same day they have worked a full shift shall, after two hours, receive one half hour (1/2 hour) paid meal period and shall be provided with a meal or four dollars and fifty cents (\$4.50) if the Hospital is unable to provide the meal.

ARTICLE Q - TRANSFER TO LOWER PAYING CLASSIFICATION

Q-1 When an employee is permanently assigned to a job, the content of which is appreciably different from his former job, the wage rate paid to such employee shall be accordingly adjusted.

ARTICLE R - TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- R-1 For the purposes of Article 9.06, the effective date for employees transferred out of the bargaining unit is June 29, 1985; and the effective date for employees outside the bargaining unit is July 17, 1981 for purposes of crediting seniority they held under the collective agreement expiring September 24, 1984 should they be returned to the bargaining unit subsequent to July 17, 1981.
- R-2 For the purpose of Article 9.07, the effective date is June 29, 1985.

LETTER OF INTENT

between

ST. PETER'S HOSPITAL (The Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 778 (The Union)

The parties agree that vacation pay for part-time, permanent and casual relief employees will be paid each year, on the first pay day in January following the twenty-sixth (26th) pay ending, and the first pay day in July following the thirteenth (13th) pay ending where it is available or becomes readily available through the Hospital's in-house computerized payroll system.

DATED AT HAMILTON, ONTARIO, THIS 23rd DAY OF October
1989

FOR THE UNION

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

FOR THE EMPLOYER

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

LETTER OF UNDERSTANDING

between

ST. PETER'S HOSPITAL (The Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 778 (The Union)

The parties agree to the continuance of the Hospital's practice of permitting part-time and relief employees to waive the minimum period of sixteen (16) consecutive hours off between shift changeovers. Where the employee accepts in writing, prior to the beginning of a shift, it is agreed and understood that the non-payment of overtime shall not give rise to a grievance under the Collective Agreement or dispute between the parties. The provision of the waiver of overtime applies **as** it relates to Article G-3 (e) only.

DATED AT HAMILTON, ONTARIO THIS 23rd DAY OF October
1989.

FOR THE UNION

Ally O

Don Hill

Shirley Hutchinson

Miriam Leckhart

Carol Ross

FOR THE EMPLOYER

J.C. Blouffe

J. Watson

Janet Apoulos

J. Jones

Jeanne Day

Letter of Understanding

between

St. Peter's Hospital (The Employer)

and

The Canadian Union of Public Employees

Local 778 (The Union)

The parties agree that for the year 1989 only, Article 12:02 will be amended to allow up to an additional twenty (20) working days leave for union business without pay, if required, in addition to the one hundred and twenty-five (125) working days contained therein.

DATED at Hamilton, Ontario, this 23rd Day of October, 1989.

FOR THE UNION

Plezo

Luis Hill

Susan Kristiansen

Miriam Lockhart

Gordon Rott

FOR THE EMPLOYER

J.C. Kluppe

Alston

Janet Sparks

D. Scott

Janet Day

LETTER OF UNDERSTANDING

between

ST. PETER'S HOSPITAL (The Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 778 (The Union)

"Maintenance Staff - Trade Rates"

As agreed during negotiations in 1989 the Union agrees that Maintenance Staff classified at Trade Rates will continue to do general maintenance assignments.

DATED at Hamilton, Ontario, this 23rd day of October, 1989.

FOR THE UNION

J. Mayo

Luis Hill

Susan Kristiansen

Miriam Lockhart

Charles Rae

FOR THE EMPLOYER

J. C. Blouffe

A. Johnson

Janet Sparbos

J. D. Stal

Joanne Kay

MEMORANDUM OF AGREEMENT

Between

ST. PETER'S HOSPITAL

and

C.U.P.E. LOCAL 778

In order to provide employees of St. Peter's Hospital injured at work and unable to return to their former positions, an opportunity for modified employment, the Hospital and the Canadian Union of Public Employees, Local 778, agree that:

1. For any and all purposes, in this Agreement, (a)-"injured workers" means employees of St. Peter's Hospital, injured while working at the Hospital, who qualify for Workers' Compensation payments and for whom following a six-week Industrial Work Assessment, the Workers' Compensation Board determines they are unable to return to their former positions (b) "positions" means two regular part-time positions as switchboard/receptionist now carried out by personnel of Barnes Security.
2. The Hospital will utilize injured workers in these positions on the following basis:
 - a) length of continuous service
 - b) knowledge, skills and efficiency
 - c) physical fitnessWhere Factors b) and c) are relatively equal, the length of continuous service shall govern.
3. The positions will only be available to injured workers and need not be posted.
4. The Union's Workers' Compensation representative will work with staff of the Hospital's Occupational Health Unit and with a representative of the Hospital to meet with interested injured workers and select appropriate injured workers for the positions.

5. Injured workers awarded the positions will be paid in accordance with the start rate of the position and will progress from one step in the range to the next in accordance with the Collective Agreement and their start date in the position.
6. The trial period for injured workers awarded the position will be as provided in the Collective Agreement Article 9.05.
7. If no injured workers are interested or considered appropriate or if the Hospital determines that the positions are no longer required, the positions need not be filled, or may be carried out by personnel of Barnes Security.
 - a. The Hospital will provide training to currently injured workers interested in carrying out clerical responsibilities within the Hospital.
9. Either party to this Agreement may terminate this Agreement upon giving fifteen (15) day's notice to the other party.

DATED AT HAMILTON, ONTARIO, THIS 23 DAY OF OCTOBER 1989

FOR THE UNION

[Signature]
[Signature]
[Signature]
Miriam Lockhart
[Signature]

FOR THE EMPLOYER

[Signature]
[Signature]
J. C. Plouffe
[Signature]
[Signature]

