

CARPENTERS SERVICE UNIT

	EMPLOYEE SOURCE	union		
		87	04	01
		89	03	31
	NO. OF EMPLOYEES	350		
	NOMBRE D'EMPLOYÉS	350		

COLLECTIVE AGREEMENT

— BETWEEN —

**THE RELIGIOUS HOSPITALLERS OF
HOTEL DIEU OF ST. JOSEPH OF THE
DIOCESE OF LONDON**

— AND —

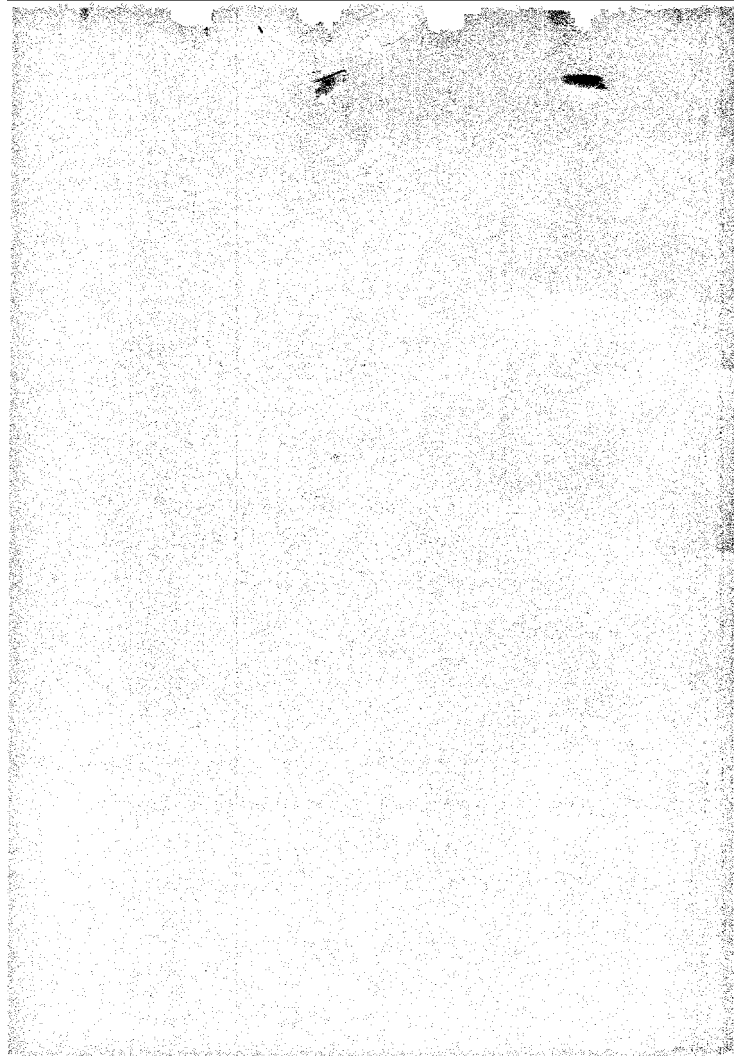
**SERVICE EMPLOYEES UNION
LOCAL 210**

**Affiliated with Service Employees
International Union,
A.F.L.-C.I.O.-C.L.C.**

SERVICE UNIT

Expiry Date: March 31, 1989

0553102





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— BETWEEN —

THE RELIGIOUS HOSPITALLERS OF
HOTEL DIEU OF ST. JOSEPH OF THE
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— AND —

SERVICE EMPLOYEES UNION
LOCAL 210

Affiliated with Service Employees
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SERVICE UNIT

Expiry Date: March 31, 1989

FOREWORD

This Agreement resulting from Collective Bargaining between The Religious Hospitallers of Hotel Dieu of St. Joseph of the Diocese of London and Service Employees Union, Local 210, affiliated with Service Employees International Union, AFL-CIO-CLC, is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Stewards or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

SCHOLARSHIPS

In 1962 our International Union established a programme which offers ten four-year scholarships of \$750.00 a year to our members and children of members. In addition, Local 210 has established a scholarship of \$500.00 per year up to four years in the name of ANTHONY BORG, our former President. These awards are made each year. For further details, contact the Union Office.

UNION OFFICE: 3935 Tecumseh Rd. E.,
Windsor, Ontario. N8W 1J4.
tel. 944-2217

THOMAS J. MITCHELL,
PRESIDENT.

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AGREEMENT entered into this 1st
day of April, 1987.

BETWEEN:

THE RELIGIOUS HOSPITALLERS OF HOTEL-DIEU
OF ST, JOSEPH OF THE DIOCESE OF LONDON
hereinafter called the "EMPLOYER"

- and -

SERVICE EMPLOYEES' UNION, LOCAL 210
Affiliated with Service Employees'
International Union, A.F.L.-C.I.O.-C.L.C.
representing certain employees
of the Employer
hereinafter called the "UNION"

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union

as the sole bargaining agent for the purpose of collective bargaining in respect of wages and other conditions of employment on behalf of those of its employees at Hotel-Dieu Hospital, Windsor, established as an appropriate bargaining unit as set out in the certificate of the Labour Relations Board of Ontario and described more particularly as follows: -

Kitchen and Cafeteria Help, General Cooks, Maids. Ward Aides, Nursing Aides, Registered Nursing Assistants, Linen Room Help, Seamstress, Cleaners, Laundry Help, Maintenance Help, Orderlies, Painters. Carpenters and Gardeners.

1.02 It is understood and agreed that the bargaining unit does not include:

Pastry Cook. Nurses in Training,
Graduate Nurses. Doctors and
Technicians, Office Staff,
Engineers and Boiler House
Employees, Part-Time Employees
working not more than 24 hours per
week, Foreman, Forelady, and those
above the rank of Foreman and
Forelady.

ARTICLE 2 - DISCRIMINATION

2.01 There shall be no discrimination,
interference, intimidation, restraint or
coercion by the Union or any member thereof
or any agent thereof or by the Employer or
by the officers thereof regarding any
employee because of his membership or
non-membership in the Union. Union
activities or meetings shall not be held on
Employer's time or premises except as
hereinafter provided without the consent of
the Administrator.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

3.01 The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline or discharge any employee subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and in the interests of its patients, service to them and the welfare of the community at large and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 - REPRESENTATION

4.01 The Employer acknowledges the right of the Union to appoint up to six (6) Stewards and one (1) Chief Steward who shall be elected from the classifications of the bargaining unit, provided however, that there shall not be more than two (2) Stewards from any one (1) department and each Steward shall be an employee of the Hospital with at least one (1) year's seniority. The Union will advise the Employer of those employees who have been elected as Stewards.

4.02 The duties of the Stewards are as follows:

- a) The Stewards, together with the Chief Steward and the International Representative or Business Agent, shall negotiate with the Employer the renewal of this Agreement or the making of a new Agreement as

herein provided. A Steward shall be paid his regular rate for all regular scheduled working hours lost due to attending negotiating meetings with the Employer up to the time application is made for conciliation services, and the services of a Conciliation Officer are used.

- b) The Stewards will assist employees on all shifts in presenting their grievances to the representatives of the Employer. A Steward or Chief Steward shall be given time off from his regular work for the purpose of attending to any grievance that may arise out of this Agreement, provided however that such Steward or Chief Steward shall first request and obtain the permission of his or her supervisor before leaving the job. Such

permission shall not be
unreasonably withheld.

4.03 The Chief Steward shall be assigned
to the day shift.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The parties to this Agreement are
agreed that it is of the utmost importance
to adjust grievances as quickly as possible.
No grievance shall be considered where the
circumstances giving rise to it occurred or
originated more than five (5) days before
the filing of the grievance.

5.02 Grievances properly arising under
the Agreement shall be adjusted and settled
as follows:

STEP NO. 1:

The aggrieved employee shall
present his grievance in writing to his or
her immediate Supervisor within five (5)

working days after such grievance has arisen. The aggrieved employee may be accompanied by his or her Steward or Chief Steward at the request of the aggrieved employee. The immediate Supervisor shall give an answer in writing within two (2) working days after the presentation of such grievance. Should no settlement satisfactory to the aggrieved employee be reached within two (2) working days of the presentation aforesaid, the next step in the grievance procedure may be taken within two (2) working days thereafter.

Step No. 2:

The grievance shall be presented in writing by the aggrieved employee to the Department Head. The aggrieved employee may be accompanied by the Chief Steward at the request of the aggrieved employee. The Department Head shall render a decision in writing within two (2) working days after the presentation of the grievance. Should

no settlement satisfactory to the aggrieved employee be reached within two (2) working days of the presentation aforesaid, the next step in the grievance procedure may be taken within two (2) working days thereafter.

Step No. 3:

The grievance shall be presented in writing by the aggrieved employee to the Director of Personnel. The Director of Personnel and not more than three (3) other representatives of the Hospital shall within seven (7) working days from such presentation meet with the aggrieved employee, the departmental Steward or the Chief Steward and the Business Agent of the Union. A representative of the International Union may also attend, if requested to do so by either the aggrieved employee, the Union or the Employer. The Director of Personnel shall render his decision in writing within two (2) working days from such meeting and a copy thereof

shall be mailed or delivered forthwith to the aggrieved employee and to the Union Office.

Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether the matter is arbitrable, such difference or question may be submitted to arbitration as hereinafter provided and if no written request for arbitration is made within ten (10) days after the decision is given in Step 3, it shall be deemed to have been settled.

5.03 In the case of a grievance alleging improper discharge of any employee employed within the bargaining unit described in Article 1.01 of this agreement. the discharged employee shall submit his

grievance in writing to the Director of Personnel within four (4) working days after the date of his discharge. The Director of Personnel shall convene a meeting with the aggrieved employee, the departmental Steward, the Chief Steward and the Business Agent of the Union within five (5) days after the date on which the Director of Personnel received the written grievance. The purpose of this meeting shall be to discuss and consider the grievance. The Director of Personnel shall deliver his decision in writing to the Chief Steward within three (3) days after the date of the meeting and a copy shall be mailed to the Union Office. If the written decision of the Director of Personnel is not satisfactory to the Union, the grievance may be taken to arbitration in accordance with the provisions of this Article and Article 6 of this Collective Agreement.

5.04 Any time limits referred to in the

grievance and arbitration procedures within which any procedure is required to be taken, or notice to be given, shall be calculated exclusive of Saturdays, Sundays and the religious and statutory holidays hereinafter recognized, and, for the aggrieved employee. his or her scheduled days off.

5.05 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or violation of the Agreement, which may be considered policy matters, shall be originated in writing at Step #3 within fourteen 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. If the decision of the

Director of Personnel is not satisfactory to the Union the grievance may be taken to arbitration in accordance with Article 6 of this Agreement.

ARTICLE 6 - ARBITRATION

6.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided. the request shall be made in writing accompanied by the name of the party's arbitrator. Within five (5) days after the receipt of such request, the other party shall select an arbitrator and give notice thereof to the other party.

6.02 No person may be appointed as arbitrator who had been involved in an attempt to negotiate or settle the grievance.

6.03 If within five (5) days thereafter, the arbitrators representing each party cannot agree upon a third arbitrator, a

request shall be addressed to the Minister of Labour of Ontario, who shall appoint a third arbitrator. Upon the appointment of such third arbitrator, he shall be the Chairman of the Board of Arbitrators and the matter of the grievance shall be submitted to such Board as rapidly as possible. Each party shall pay the arbitrator appointed by it and the third arbitrator shall be paid as to one-half (1/2) by each of the parties.

6.04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

6.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement and any decision or penalty made or imposed by the Employer which does not involve the interpretation, application, administration or violation of this Agreement may not be dealt with in any way by the arbitrator or

Board of Arbitrators.

4.06 Proceedings before the Arbitration Board will be expedited by the parties hereto. The Arbitration Board shall **hear** and determine the difference **or** allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

4.07 The parties may mutually agree in writing to substitute a single arbitrator for the arbitration board as referred to in this collective agreement at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 7 - MANAGEMENT GRIEVANCES

7.01 It is understood that the Employer may bring forward to any meeting held with the representatives of the Union any complaint with respect to the conduct of the Union, its officers, Stewards or Committeemen, in connection with matters affecting the Employer, its officers, directors and employees, and that if such complaint by the Employer is not settled to the satisfaction of the Employer, it may be treated as a grievance and referred to arbitration in the same way and to the same extent only as the grievance of an employee.

ARTICLE 8 - LEAVE OF ABSENCE AND

COMPASSIONATE LEAVE

8.01 It is mutually agreed that the Employer may grant leave of absence without pay for legitimate personal reasons and shall grant leave of absence without pay for Union business, as hereinafter mentioned, to employees with one or more years of

continuous service with the Employer.

8.02 Leave of absence for personal reasons shall be applied for in writing by the employee to the Director of Personnel at least two weeks prior to the contemplated commencement of the leave of absence. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from his work. It is understood that while an employee is on leave of absence he shall not engage in gainful employment and that if he does engage in such gainful employment he shall forfeit all seniority rights under this Agreement. Leave of absence for personal reasons shall not exceed a period of three months.

8.03 Leave of absence for Union business shall be applied for in writing by the employee to the Director of Personnel at

least two weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time he shall be away from his work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, educational programs or special executive board meetings. An employee shall be allowed to make application for leave of absence for Union business only twice in any calendar year and the total of such leave of absence shall not be for longer than a two week period. Not more than four employees shall be eligible for leave of absence for Union business at one time and of any such four employees not more than two (2) thereof shall be from any one department of the Employer.

8.04 During leave of absence, except as otherwise specified in this Article, the only right which shall accumulate for an

employee is that of seniority.

8.05 The decision of the Employer in granting or refusing applications for leave of absence for personal reasons shall not be subject to grievance procedure.

8.06 Effective with the signing of this Agreement, the Employer will grant bereavement leave of absence to employees on the following basis:

- a) In the event of the death of an employee's husband, wife, child, mother, father, sister, brother, mother-in-law, or father-in-law, the Employer, at the request of the employee, will grant a bereavement leave of absence with no loss of pay up to a maximum of three (3) scheduled working days during the period, from and including date of death to and including day

following the funeral service.

- b) In the event of the death of an employee's grandmother, grandfather, grandchild, stepfather, stepmother, or stepchild, the Employer, at the request of the employee, will grant a bereavement leave of absence without loss of pay for one (1) day, which day shall be the day of the funeral service.
- c) A request for a bereavement leave of absence shall be in writing on a form to be supplied by the Employer, but because of the nature of the said leave of absence, such form may be completed by the employee after she returns to work.
- d) In order to qualify for the foregoing bereavement Leave of

absence. an employee may be required to supply proof of death by way of a Doctor's certificate, death certificate or other evidence satisfactory to the Director of Personnel.

- e) An employee who has been granted a bereavement leave of absence in accordance with paragraph (a) or (b) above shall not receive pay under the provisions of this Article for any day or days included in such bereavement leave of absence which occur during the employee's annual vacation, scheduled days off, approved leave of absence, sick leave or paid holidays as herein provided.

8.07 The Employer may grant a leave of absence with no pay and no continuation of benefits for up to three (3) months to an

employee for the purpose of accepting a full time staff or elected position with the Union. Applications for such leave shall be made in writing one (1) month prior to the commencement of the leave and it shall be granted to an employee on a once only basis. During such leave of absence the Employer may fill the vacancy with a temporary employee. No more than one (1) employee shall be absent on such leave at any one time.

8.08 An employee employed within the bargaining unit who is called to serve as a juror or who is subpoenaed as a witness in a criminal or civil court shall be granted leave of absence for such purpose. Such an employee who serves as a juror or as a witness during his scheduled working hours shall be paid the difference between the amount received for such jury or witness duty and the amount which he would have received from the Hospital had he worked his

regularly scheduled working hours. To be eligible to receive payment from the Hospital, the employee must give the Hospital notice of his intention to be absent from work within twenty-four (24) hours of receipt of the subpoena or jury notice except where the employee is unable to do so due to circumstances beyond his control and he must also, at the conclusion of his jury or witness duty, obtain a certificate from the court showing the period of his jury or witness duty and he shall deposit this certificate together with evidence of the amount of compensation paid to him, excluding the travelling allowance, with the Hospital payroll office.

ARTICLE 9 - SENIORITY

9.01 The seniority rights of the employees shall be established after completion of the probationary period. Employees shall be on probation until they have completed a total of sixty (60) working

days of service. Probationary employees shall not have any seniority rights and may be discharged without cause and such discharge shall not be subject to grievance procedure.

When two (2) or more employees have the same seniority date then as between them, seniority shall be determined in alphabetical order of last name at their date of hiring.

9.02 a) Departmental seniority shall be defined as length of continuous service within a department of Hotel Dieu Hospital at Windsor from the date upon which the employee last became a member of the Department.

b) Hospital-wide seniority shall be defined as length of continuous service with the Employer at the

said Hospital from the date of hiring.

9.03 Each employee coming within the scope of this Agreement shall be classified as a member of one of the following Departments: Nursing, Maintenance, Dietary, Housekeeping. Laundry, Pharmacy. Additional Departments may be established or deleted from time to time as the Employer deems necessary. When a new Department is established, any employee coming within the scope of that Department shall retain his seniority of the Department in which he was last classified.

9.04 Separate hospital-wide and departmental seniority lists shall be posted every six (6) months, namely during the months of January and July, by the Employer, where they will be accessible to the members of the bargaining unit. Copies of said seniority lists shall be mailed to the Union

office on such dates or soon thereafter. The Chief Steward shall, upon request, be entitled to a copy of such lists. The list shall include the seniority standing and job classifications of employees within the bargaining unit.

9.05 In the case of a lay-off period of less than six (6) weeks, the following provisions shall apply:

- a) Departmental seniority shall prevail in the lay-off and recalling of employees. Whenever the work force within a Department shall be reduced by the Employer, probationary employees shall be laid off first and if more lay-offs are implemented, the last employee on the said Departmental seniority list shall be the next laid off. In returning to work the last employee laid off within the

Department concerned shall be the first employee recalled.

- b) The employee who has been laid off in accordance with the provisions of Article 9.05 (a) above and who was previously employed and acquired seniority in another Department prior to his becoming employed in the Department from which he was laid off may displace a probationary employee **or** a seniority employee employed within the Department in which the laid-off employee was employed immediately prior **to** his becoming employed in the Department from where he was laid-off provided such laid-off employee has more Departmental seniority in the Department in which he was employed immediately prior to his becoming employed in the Department from

which he was laid off than the employee whom he seeks to displace.

- c) Employees displaced by the closing of a work area have the right to specify the area of preferred transfer, or to list preferred transfer areas in order of priority. In addition, the Hospital shall discuss allocation of personnel with the Union prior to the closing of a work area.

9.06 In the case of a lay-off period of six (6) weeks or more, the following provisions shall apply:

- a) (i) In the event of a lay-off, employees with the least seniority within the classification in which the lay-off takes place, shall be laid off first, providing that the employees who remain on the job

then have the ability to perform the work:

(ii) An employee laid off pursuant to sub-clause (a) (i) shall have the option of accepting the lay-off, or shall have the right to displace the least senior employee in the bargaining unit who:

a) is in a classification having the same or lower rate of pay than the laid-off employee, and where the laid-off employee has the ability and qualifications to perform the work of that position. and requires no training other than orientation; and

b) has less seniority than the laid-off employee.

(iii) Any person displaced through

this procedure shall themselves be entitled to utilize the procedure.

- b) The Hospital shall give each employee in the bargaining unit who has acquired seniority and *who* is to be laid-off for a period of more than six (6) weeks, notice in writing of his lay-off in accordance with the following schedule:
- (i) Up to two (2) years service, two (2) weeks notice:
 - (ii) Two (2) years or more but less than five (5) years service. three (3) weeks notice;
 - (iii) Five (5) years or more but less than ten (10) years service, four (4) weeks notice:

- (iv) Ten (10) years or more service, eight (8) weeks notice.

Service shall be calculated as stated above a5 of the date of the proposed lay-off.

- c) In all other cases of lay-off, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice, provided, however, such notice shall not be required if the lay-off occurs because of emergencies; for example, fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Hospital.

- d) Where a position or positions become available in a classification or c assificat ons

in which the lay-off occurred, employees who retain seniority shall be recalled to positions in the classifications from which they were laid-off or displaced as a result of the exercise of the displacement procedure set out in sub-article (a) above, for a period of twelve (12) calendar months or less in the case of a laid off employee and for a period of twenty-four (24) calendar months or less in the case of an employee who has elected to displace a less senior employee, in the order of their seniority, provided that he then has the ability to perform the available work.

- e) No new employee shall be hired in the classifications in which a lay-off has taken place until laid-off employees, who retain

seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work.

- f) A copy of any lay-off notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.
- g) The Hospital agrees to meet with the Union on request for the purpose of discussing the method of implementation of a lay-off and recall.
- h) No full time or part time employee will be laid off while temporary or probationary employees are employed.
- i) If an employee is recalled but cannot report for work on the day

specified due to illness or injury, the next senior employee will be entitled to recall and the ill or injured employee will then retain his seniority position for the next recall provided he produces to the Hospital a medical certificate or other satisfactory evidence confirming the illness or injury.

j) If an employee is recalled but cannot report to work on the day specified due to illness or injury, the employee will be allowed to return to work when he is able provided he produces to the Hospital a medical certificate or other satisfactory evidence confirming the illness or injury at the time of recall and provided there are employees at work with less seniority. Should the employee upon his return to work

displace a junior employee the notice requirements as specified in Article 9.06 (b) and (c) shall be waived.

- k) U.I.C. Record of Employment form will be furnished to a laid off employee within seven (7) days following date of lay-off.

9.07 Subject to the provisions of this Agreement, the seniority and employment of an employee shall terminate if:

- (i) The employee quits.

An employee shall be deemed to have quit when he gives notice of his desire to leave and leaves the Hospital's employment.

- (ii) The employee is discharged for just cause and is not reinstated pursuant to the provisions of the

grievance procedure herein defined.

- (iii) The employee is laid-off for more than one (1) year.
- (iv) When notified by the Employer to return to work after a lay-off, the employee fails to inform the Employer of his intent to return to work within three (3) days or to report for duty within seven (7) days of the original notification by telegram or registered mail at the employee's last known address as appearing on the Employer's records, except as provided for in sub-article 9.06 (i). It shall be the responsibility of the employee at all times to keep the Employer informed of his correct home address.
- (v) The employee fails to report for

work upon expiration of leave of absence without justifiable reason.

(vi) The employee is absent from work because of illness or injury for a period longer than one (1) year.

(vii) The employee is absent from work due to a work related injury compensable by the Workers' Compensation Board for a period longer than eighteen (18) months.

9.07 b) Subject to the provisions of this Agreement the seniority of an employee shall terminate if he is absent for more than two (2) days. Firstly, without having applied for and obtained a leave of absence for a definite period from the Employer; provided this paragraph shall not apply in the event that the employee concerned satisfies

the Director of Personnel that he was unable to apply for a leave having regard to all the circumstances# or Secondly, in the case of sickness unless the employee or his agent notifies his immediate supervisor or the Director of Personnel within two (2) days from the commencement of the absence.

9.08 Any controversy over an employee's seniority shall be subject to the grievance procedure herein provided.

9.09 In the event of an employee suffering a major disability in the course of his employment, exception may be made to the seniority provisions of this agreement in favour of such employee *by* the Employer, after consultation with the Union Bargaining Committee.

9.10 For the purpose of seniority only
"continuous service" shall mean unbroken
employment and shall include:

Vacations and Holidays:

Scheduled days off:

Approved leave of absence without
pay;

Approved pregnancy leave:

Absence because of illness or
injury for a period of up to one
(1) year:

Lay-offs for a period of up to one
(1) year:

Absence because of work related
injury compensable by the Workers'
Compensation Board for a period of
up to eighteen (18) months.

9.11 Fundamentally, rules respecting
seniority are designed to give an employee
an equitable measure of security based on
length of service after considering merit,

ability and efficiency.

9.12 When absent employees in the Dietary Department are replaced, the senior full time employee shall have the choice of shift on the second day of absence. The second day provision shall apply when the absent employee clearly indicates that she will be absent on the second day and once the schedule has been revised, it shall remain in effect for that second day. The second day provision shall also apply in the case of vacations and in the case of personal leaves of absence which are of five days or more in duration and provided such leaves of absence are approved and scheduled in conjunction with the employee's vacation.

ARTICLE 10 - WAGES

10.01 The rates of pay and the various classifications within the bargaining unit are set forth in Schedule "A". which is attached to and forms part of this

Agreement.

ARTICLE 11 - HOURS OF WORK, RATES OF PAY,
OVERTIME AND SHIFT PREMIUM

11.01 The regular working week shall be thirty-seven and one-half (37 1/2) hours exclusive of a one-half (1/2) hour daily lunch period or shall average seventy-five (75) hours exclusive of such daily lunch periods, during bi-weekly periods.

Employees must report to their respective supervisors. in uniform where applicable, ready for work at the designated hour and **place** and remain, in uniform where applicable, for the full shift.

11.02 All time worked in **excess of** the daily regular seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour meal period, **all** time worked in excess of seventy-five (75) hours exclusive of daily lunch periods in a bi-weekly **pay** period and all time required by the Employer to be

worked on a scheduled day off shall be paid at the rate of time and one-half (1 1/2X), provided such additional time is authorized by the appropriate Department Head or acting Department Head, and provided further that payment for overtime work shall not be duplicated herein. Overtime work for all employees will be assigned at the discretion of the Hospital.

11.03 Days off shall be consecutive, except when management considers that it is not practical to do so. The Employer hereby undertake's to use its best efforts consistent with proper management of the Hospital to insure that days off may be taken consecutively and that the days off shall be rotated so as to effect an equal distribution thereof among the employees.

The Hospital shall give employees within the bargaining unit at least one week-end off in three (3) unless -

- a) Such week-end has been worked by the employee to satisfy specific days off requested by such employee, or -
- b) Such employee has requested week-end work, or -
- c) Such week-end is worked as a result of an exchange of shifts with another employee, or -
- d) There are existing schedules that provide a different distribution of week-ends off which have been agreed upon by the Department Head and employees.

11.04 An employee required to work two (2) hours or more overtime in any day in addition to his regular seven and one-half (7 1/2) hour shift excluding one-half (1/2) hour meal period, shall be paid a meal

allowance of the current price for a cafeteria meal established at that time by the Employer. The meal allowance herein referred to shall be in addition to the employee's overtime pay.

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11.05 a) An employee required to work at a higher-rated job shall be paid at the higher rate for any and all hours worked at such job in a day in excess of four (4) hours and commencing with the fifth hour, provided, however, that this shall not apply in the event of a transfer to another job classification obtained by application through a job posting.

b) JOB TRANSFER: If a transfer to another classification is voluntary as a result of a job posting, the employee will be paid at the starting rate in the new

classification if it is higher than his previous rate of pay, if it is not, the employee shall be paid at a salary scale one step lower in the grid for the new classification than the corresponding scale from which the employee was transferred for a period of six (6) months and then advanced through the increment grid as outlined in the contract.

If the transfer is initiated by management, the employee will be put in the new classification at the same grid level.

11.06 The Employer will pay a shift premium to all employees who begin working on or after 1500 hours on any shift, forty (40) cents per hour, and the Employer will pay to all employees who begin working on or after 2300 hours on any shift, forty (40)

cents per hour. Employees working less than a full shift shall receive a shift premium of forty (40) cents per hour for all hours worked. On April 1, 1988, the shift premium shall be forty-five (45) cents per hour.

11.07 In the case of departments where employees are required to rotate on the day, afternoon and/or night shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of sixteen (16) hours between the shifts. In the event that the Employer fails to schedule sixteen (16) hours off between the shifts, any employee so affected shall in such event be paid premium pay calculated at the rate of time and one-half (1 1/2X) his or her regular straight time hourly rate of pay for the number of hours difference between sixteen

(16) and the actual number of hours off.

11.08 a) The Employer agrees that each time schedule shall contain a period of four (4) weeks and the schedule will be posted two (2) weeks prior to the start of such schedule.

b) The Employer will give an employee twenty-four (24) hours notice of a change in his or her posted work schedule.

c) Employees will not be required to work more than six (6) consecutive days. Any time worked on the seventh (7th) consecutive day will be paid for at time and one-half (1 1/2X) the employee's regular rate of pay.

11.09 Employees who report for work for

which they are scheduled but for whom no work is available shall be paid four (4) hours at his or her regular straight time rate of pay.

11.10 All employees within the bargaining unit shall be allowed two (2) rest periods per day of fifteen (15) minutes duration without reduction in pay and without increasing their regular working hours.

11.11 Employees may request to work either the afternoon or midnight shift on a permanent basis and such request will be considered by the Employer.

11.12 The Hospital will not schedule split shifts for an employee in terms of breaking up his or her shift of seven and one-half (7 1/2) hours and one half (1/2) hour meal period in two (2) or more components.

11.13 The Hospital reserves the right to establish standards of dress code including colour and style for any classification. The Hospital will make uniforms available for purchase by the employees at the Hospital cost price, and where such uniform is not available for purchasing, a full-time employee will receive five dollars (\$5.00) per month and a part-time employee will receive two dollars and fifty cents (\$2.50) per month until a uniform is made available for purchase.

This arrangement to be put into effect within two (2) months of ratification of all issues. Method of payment (monthly. semi-annually. or yearly) to be determined by the Hospital.

11.14 It will be compulsory for all employees to wear the hospital identification badge conspicuously at all

times while on the Employer's premises.
Failure to do so may lead to disciplinary
measures being taken by the Employer.

11.15 The scheduling provisions relating
to weekends off and consecutive days of work
will be waived and the hospital may schedule
days of work to allow for nine days in one
pay period and eleven days in the next pay
period or vice versa. during the period
between December 15th in one year and
January 8th in the next year where employees
are scheduled for more than one day off in
conjunction with the Christmas or New Year
Holiday.

ARTICLE 12 - PAY PERIOD

12.01 Wages shall be paid on a regular
pay day, being every second Friday, provided
however that when such Friday falls on a
religious or statutory holiday herein
mentioned, the wages shall then be paid on

the preceding Thursday. In the event of circumstances occurring beyond the control of the Employer which interferes with the payment of the aforesaid, payment will be made as reasonably soon thereafter as circumstances may permit.

12.02 Employees scheduled off on a pay Friday, shall have their pay made available on the preceding Thursday afternoon after the hour of 3:00 p.m.

12.03 The pay period shall end with the completion of the afternoon shift started on the previous Friday.

12.04 It is understood that there shall be an interval of one week between the ending of a pay period and the receiving of such pay.

ARTICLE 13 - HEALTH AND WELFARE

13.01 a) Ontario Health Insurance Plan
(OHIP):

The Employer agrees to pay one hundred (100%) percent of the premiums payable for subscriber and dependent coverage under the Ontario Health Insurance Plan (as such coverage is defined under the terms of this Plan) on behalf of all employees employed within the bargaining unit described in Article 1.01 of this Agreement who are eligible to subscribe to said Plan, commencing with the premiums which will become due and payable after the signing of this Agreement.

b) Semi-private Coverage:

The Employer agrees to provide Semi-Private coverage for those

employees who subscribe for such coverage and pay one hundred (100%) percent of the premiums.

13.02 Hospitals of Ontario Group Life Insurance Plan (HOQGLIP)

For each employee who subscribes for the above-noted Plan, the Employer will pay to the said Plan monthly one hundred (100%) percent of the premiums thereof.

Such plan provides for insurance on the life of an employee in an amount to two (2X) times his annual earnings calculated to the nearest five hundred (\$500.00) dollars, or an amount equal to five thousand (\$5,000.00) dollars. An employee shall have the option of electing the amount of insurance at time of enrolment.

13.03 Green Shield Prescription Drug Plan
- Plan #0, Prescription Services
Inc.:

Effective April 1, 1986 the Employer agrees to pay one hundred (100%) percent of the premiums payable for subscriber and dependent coverage under the Green Shield Prescription Drug Plan - Plan #0 with a co-pay of \$1.00 and with mandatory product selection (generic selection as such coverage is defined under the terms of the Plan) on behalf of all employees employed within the bargaining unit described in Article 1.01 of this Agreement who are eligible to subscribe to said plan.

13.04 Dental Plan

The Employer agrees to pay seventy-five (75%) percent of the premiums payable for subscriber and dependent coverage under the Blue Cross #7 Basic Dental Plan or its equivalent (as such

coverage is defined under the terms of such Plan) based on current O.D.A. tariff, on behalf of all employees employed within the bargaining unit described in Article 1.01 of this agreement who are eligible to subscribe to said Plan Effective the first billing period after April 1, 1983, the Hospital will provide coverage under Blue Cross #9 or equivalent w th the Hospital paying seventy-five (75%)percent of the premium based on current O.D.A. tariff in effect from time to time.

13.05 Effective April 1, 1986 the Employer agrees to pay one hundred (100%) percent of the premiums payable for subscriber and dependent coverage under the Green Shield Extended Health Car@ Plan "T-4" as such coverage is defined under the terms of such plan on behalf of all employees employed within the bargaining unit described in Article 1.01 of this Agreement who are eligible to subscribe to said plan.

13.06 The employee's portion of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of benefits provided for in this agreement.

13.07 In the event that an employee is laid off, the Hospital will only pay the premiums which are payable and which it is required to pay pursuant to the provisions of Article 13.01, 13.02, 13.03 and 13.04 above, for the month in which such employee is laid off and for the immediately following month, and the Hospital will not pay any such premiums while the employee continues to be laid-off.

13.08 a) In the event an employee is absent from work due to an approved leave of absence (excluding pregnancy leave), the Hospital will continue to

pay their share of premiums for those benefits provided in sub-articles 13.01, 13.02, 13.03 and 13.04 that become payable during the first four (4) weeks of a leave of absence.

- b) In the case of an approved leave of absence due to pregnancy, employee benefits will continue to be paid for by the Hospital for the month when the leave commences and the month following and the employee will be notified by the Hospital of the procedure required to continue premiums after that date.

ARTICLE 14 - ACCUMULATIVE SICK LEAVE

14.01 At the commencement of the fourth

month of employment, an employee shall be entitled to three (3) days' sick leave with pay. Thereafter such employee shall be entitled to one (1) day's sick leave with pay for each additional month of employment during the first year of continuous service with the Employer and thereafter at the rate of one and one-half (1 1/2) days per month for each additional month of employment. The phrase "each additional month of employment" shall mean any month in which the employee is in receipt of wage payments from the Employer in an amount equal to fifty (50%) percent or more of his regular monthly wage.

14.02 With respect to the fourth and any subsequent periods of illness in any calendar year, the Employer shall not be required to pay for the first and second days of such periods of illness: provided that the provisions of this sub-article will

be waived by the Employer in the case of an employee who has two and one-half (2 1/2) years seniority with the Employer and who has twenty-one (21) days accumulative sick leave standing to his credit at the time of such illness.

14.03 The unused portion of an employee's sick leave entitlement shall accumulate up to a maximum accumulation of one hundred and fifty (150) days.

14.04 Absence due to illness or injury compensable by the Workers' Compensation Board shall not be charged against sick leave credits or entitlements.

14.05 Upon severance of employment, an employee with the following years of continuous service with the Employer shall be paid his unused portion of sick leave accumulation at the following rates:

Two (2) years.....twenty-five (25%) percent
Three (3) years...thirty-three (33%) percent
Four (4) years....forty (40%) percent
Five (5) years....fifty (50%) percent

A portion of any year shall not be
pro-rated.

14.06 An employee who has severed his
employment with the Employer and has
received payment for his accumulated sick
leave shall not, upon any subsequent
severance, be entitled to receive a similar
percentage on the basis of his service.
Upon a second or Subsequent severance of
employment only an employee having at least
four (4) years of continuous service with
the Employer within his last employment
period shall be eligible for any Further
settlement of accumulated sick leave and in
any such settlement deduction shall be made
of any previous percentages so paid.

14.07 The Employer will have the right to demand production of a medical certificate when the employee has been absent from duty due to illness or injury. Such medical certificate shall indicate the first and last day of sickness, or, if the illness or injury continues, the anticipated length of absence due to illness or injury, and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee wages for the time away from work. It is the responsibility of the employees to notify their supervisor of any absence due to illness, injury or other cause. Employees who are scheduled to work the day shift must give a minimum of one hour's advance notice of their absence and employees who are scheduled to work the afternoon or midnight shift must give a minimum of four hours advance notice of their absence. Such

notice is to be given to a designated supervisor. All employees will give one day's notice of their return to work to their designated supervisor.

14.08 The Hospital will by the end of May in each year advise each employee of the amount of her unused sick leave credits as at January 1 of the same year.

ARTICLE 15 - VACATIONS

15.01 As of April 30th in each year, employees who have been in the continuous service of the Employer for a period of less than twelve (12) months shall be entitled to and shall receive the following number of days vacation with pay:

One (1) month
completed service.....Nil
Two (2) months
completed service.....One (1) day

Three (3) months
 completed service.....Two (2) days
 Four (4) months
 completed service.....Three (3) days
 Five (5) months
 completed service.....Four (4) days
 Six (6) months
 completed service..Five (5) days
 Seven (7) months
 completed service.....Five (5) days
 Eight (8) months
 completed service.....Six (6) days
 Nine (9) months
 completed service.....Seven (7) days
 Ten (10) months
 completed service.....Eight (8) days
 Eleven (11) months
 completed service.....Nine (9) days

15.02 As of April 30th in each year,
 employees in the employ of the Employer who
 have been in the continuous service of the

Employer for a period of twelve (12) months or more but less than three (3) years shall be entitled to and shall receive two (2) weeks vacation with pay.

15.03 Employees having three (3) years or more continuous service with the Employer but less than ten (10) years of continuous service between May 1st and September 30th in each year shall receive three (3) weeks vacation with pay. Effective from and after April 1, 1988, change ten (10) years to eight (8) years.

15.04 Employees having ten (10) years or more continuous service with the Employer but less than twenty (20) years of continuous service between May 1st and September 30th in each year shall receive four (4) weeks vacation with pay. Effective April 1, 1988, change ten (10) years to eight (8) years and change twenty (20) years to seventeen (17) years.

15.05 Employees in the employ of the Employer who have been in the continuous service of the Employer for a period of twenty (20) years or more between May 1st and September 30th in each year shall receive five (5) weeks vacation with pay. Effective from and after April 1, 1988, change twenty (20) years to seventeen (17) years.

15.06 Registered Nursing Assistants having eight (8) years or more continuous service with the Employer but less than twenty (20) years continuous service between May 1st and September 30th in each year shall receive four (4) weeks vacation with pay. The provisions of 15.01, 15.02, 15.03 and 15.05 shall apply to Registered Nursing Assistants in determining their vacation with pay. The provision in 15.05, effective April 1, 1988, shall apply to Registered Nursing Assistants.

15.07 Vacation shall not be accumulated

from one (1) year to the next or subsequent year.

15.08 Vacation requests must be submitted by March 15th in each year and employees who fail to submit their request by March 15th cannot exercise their seniority rights for vacation scheduling purposes for that year (except in a competition with another employee who has likewise failed to submit their vacation request by March 15th).

15.09 "Continuous Service" in this Article shall be defined as the working of 1950 hours in each vacation year calculated as follows:

- a) All time worked
- b) Absence due to compassionate leave or approved leave of absence to a maximum of four (4) weeks.

- c) Absence because of illness or injury not to exceed the employee's accumulation under Article 14 hereof at the time of calculating the vacation pay.
- d) Vacations and eligible holidays.

All vacation time and pay will be pro-rated on the basis of continuous service herein defined.

15.10 Vacation schedules shall be prepared each year by the Employer, and in preparation of such schedules, the Employer shall, whenever possible, having regard to the maintenance of the efficient operation of the Hospital, give consideration to the employee's choice of vacation period on the basis of departmental seniority as defined in Sub-Article 9.02 (a).

In addition. the following provisions shall also apply in the scheduling of vacations:

(i) Employees with three (3) weeks or more of vacation entitlement cannot take all their vacation entitlement consecutively during the period May 1st to September 30th two (2) years in succession, unless the request to take all their vacation entitlement consecutively in the immediately following year does not interfere with the vacation requests of other employees on the respective vacation schedule.

(ii) Those who receive their full vacation entitlement during

May 1st and September 30th in the preceding year and are unable to receive all their vacation entitlement consecutively in the following year, as provided for in Part (i) above, can only request a portion of their vacation entitlement during the period May 1st to September 30th of the following year in accordance with this schedule:

<u>Vacation Entitlement</u>	<u>Maximum Consecutive Vacation Weeks during May 1st to September 30th</u>
5 wks.....	3 weeks
4 wks.....	2 weeks
3 wks.....	2 weeks.

- (iii) Where employees split or are required to split their vacation entitlement, departmental seniority shall only apply with respect to one of the vacation choices.
- (iv) Vacation entitlement may not be split into periods of less than one (1) week unless agreed to by the Hospital and the employee.

15.11 The Employer will endeavour to give employees who are scheduled for vacation one weekend off in conjunction with their vacation.

15.12 Vacations shall not be scheduled between December 15th in any year and January 15th in the year immediately following, except in those cases where the Hospital considers it feasible in its

absolute discretion.

15.13 In the event that an employee is hospitalized for non-elective reasons immediately prior to the commencement of a scheduled vacation period, such employee will be allowed to reschedule his vacation at a later time, subject to the approval of the Employer. The exercising of such right will not cause the change of a vacation schedule of any other employee.

ARTICLE 16 - HOLIDAYS

16.01 .a) The Employer will recognize the following as holidays and whenever possible permit the employee to have the day off with full pay:

1. New Year's Day
2. Good Friday

3. Victoria Day
 4. Dominion Day
 5. Civic Holiday
 6. Labour Day
 7. Thanksgiving Day
 8. Remembrance Day
 9. Christmas Day
 10. The employee's birthday.
- subject to the provisions of
paragraph 16.02

- b) To the extent that the
Employer will recognize eleven
(11) holidays in the year 1975
and thereafter, in the event
that The Employment Standards
Act of Ontario is amended so
as to provide for a holiday in
addition to those currently
provided for in paragraph (e)
of Section 1 of that Act, then
in such event such additional

holiday will be recognized by the Employer as the eleventh holiday in the year 1975 and thereafter. In the event that The Employment Standards Act of Ontario is not amended as aforesaid or if The Employment Standards Act is amended as aforesaid but such amendment is not effective in the year 1975, then in such event and again to the extent that the Employer will recognize eleven (11) holidays in the year 1975 and thereafter, the Employer will recognize the second Monday in February* as an additional holiday in the year 1975 and thereafter, subject to the foregoing.

*In the year 1983 and thereafter,
the second Monday in February holiday shall
be deleted and replaced with a floating
non-premium holiday which shall be scheduled
in conjunction with either an employee's
Christmas or New Year's Day holiday
whichever day the employee is receiving off
in that year.

- c) An employee who is not
required by the Hospital to
work on a holiday shall be
paid one (1) day's pay
calculated at his regular
straight time rate. In order
to qualify for such payment
the employee must have worked
his last scheduled working day
prior to such holiday and he
must work his next scheduled
working day following such
holiday, unless he was unable

to do so because of illness or injury. The Employer reserves the right to demand a medical certificate or other proof satisfactory to the Director of Personnel as proof of such illness or injury.

- 16.02 a) The Employer will recognize the birthday of each employee, as recorded on the Employer's Personnel Records, as a holiday for that particular employee and whenever possible permit the employee to have the day off with regular pay.
- b) If an employee's birthday falls on any one of the other holidays set forth in paragraph 16.01, such employee shall receive his regular pay

for such holiday and shall also be granted an additional day off with regular pay, such additional day shall be granted by the Hospital within four (4) weeks after the Holiday.

- c) If an employee's birthday falls on any one of the other holidays set forth in paragraph 16.01, and such employee is scheduled to work on such holiday and actually works, then he may elect either: -

(i) to be paid for all hours worked on such day at the rate of two and one-half (2 1/2) times his regular rate of pay in addition to his regular pay, or -

(ii) to be paid for all hours worked on such day at the rate of one and one-half (1 1/2) times his regular rate of pay and to have two (2) alternative days off at regular pay (such days shall be given by the Hospital within four (4) weeks after the holiday).

16.03 If an employee is on an approved sick leave and his accumulation has not been completely used, the employee will be paid for a scheduled holiday falling within such sick leave period and not as an approved paid sick leave.

16.04 If an employee is scheduled to work on a paid holiday and actually works, then he may elect either: -

- a) to be paid for all hours worked on such day at the rate of one and one-half (1 1/2x) times his regular rate of pay in addition to his regular rate of pay, or -
- b) to be paid for all hours worked on such day at the rate of one and one-half (1 1/2x) times his regular rate of pay and to have an alternative day off at regular pay, (such day shall be given by the Hospital within four (4) weeks after the holiday. unless it is agreed by the Hospital and the employee to extend the period of four (4) weeks after the holiday by an additional four (4) weeks for the purpose of scheduling the alternative day off at regular pay).

16.05 In the event that a holiday occurs during an employee's vacation period, he shall in such event be entitled to one (1) additional day of vacation with pay which extra day shall be taken in conjunction with her vacation period.

16.06 The provisions of this Article shall not apply to employees who are laid off at the time a paid holiday occurs except with respect to any paid holiday which occurs within the thirty (30) days immediately following the day of lay-off.

16.07 Where an employee is required to work overtime in excess of his regular seven and one-half (7 1/2) hour shift excluding one-half (1/2) hour meal period on a paid holiday, he shall be paid at the rate of two and one-quarter (2 1/4) times his regular straight time rate of pay for all hours worked in excess of the regular hours on the paid holiday.

16.08 Holiday work will be scheduled on a rotating basis for custodians.

ARTICLE 17 - JOE POSTING

17.01 In order to assure that employees are given the opportunity of applying for job vacancies occurring from time to time, the procedure hereinafter outlined shall be observed.

17.02 The Employer shall post for five (5) days upon the employees' bulletin boards notice of all job vacancies.

17.03 The Employer shall first consider all applications received from present employees. In determining whether an applicant is qualified to perform the job, the Employer shall consider his skill, ability, aptitude and suitability. If skill, ability, aptitude and suitability are relatively equal among the applicants under

consideration, seniority shall then be the governing factor.

If there is no applicant with the required qualifications among present employees, the Employer may consider applications from any other source.

17.04 The Employer shall make its decision with respect to filling or not filling the job vacancy within seven (7) days after expiry of the required time of posting and shall advise the Chief Steward of the name of any successful applicant for a posted vacancy.

17.05 If there is no applicant with the requisite qualifications, the Employer may take such other steps as it deems necessary to fill the vacancy.

17.06 The Employer may temporarily fill

any job vacancy while observing the procedure herein set forth.

17.07 Job Posting throughout this procedure applies only to job vacancies within the bargaining unit.

17.08 A copy of each job posting notice shall be sent to the Business Agent of the Union.

17.09 Employees transferred on this basis will be on a trial period of sixty (60) working days. If the Employer and employee agree that they should stay in such new job, seniority privileges shall transfer with them.

In the event that employees revert to their previous jobs at the discretion of either the employee or Employer they shall maintain all the seniority of their previous employment.

ARTICLE 18 - UNION SECURITY AND CHECK-OFF

18.01 The Employer shall deduct from each regular employee within the bargaining unit, from the first pay of each calendar month, the monthly dues as are levied by the Union in accordance with its Constitution and By-Laws. It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to make such deductions in the form set out in Schedule "C" hereto. The Employer to have such authorization signed by the employee upon completion of the probationary period.

18.02 It is agreed that upon commencement of employment new employees will be advised by a representative of the Personnel Department of the Employer of the existence of the Union and of the conditions surrounding their employment, as contained in the herein Collective Agreement, and any

rules that may be formulated under its terms. It is also agreed that a representative of the Union will be given an opportunity to interview each new employee upon completion of his or her probationary period for the purpose of ascertaining the wishes of the employee concerning membership in the Union, provided however that if such new employee requests that he or she shall be accompanied by a representative of the Employer at such interview, then such interview shall be conducted jointly by the representatives of the Union and of the Employer. The Personnel Department of the Employer will advise the Union monthly of the names of those who complete their probationary period. and on request will arrange a time and place for the said interview which shall not exceed ten minutes in duration. Because of this privilege of interview granted in this clause, it is expressly agreed by the Union that there

shall be no solicitation for membership at any other time nor collection of dues at any time on the premises of the Hospital.

ARTICLE 19 - NO STRIKE OR LOCK-OUT

19.01 The Union will not cause or permit its members, nor will any of the members of the Union take part in any sit-down, stay-in or slow-down in the Hospital, and the Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations.

19.02 The Employer will not cause or sanction a lock-out.

ARTICLE 20 - POSTING NOTICES

20.01 If the Union desires to post notices in the Hospital, such notices shall

be first submitted to the Director of Personnel for approval. Neither the Employer, the Union nor any employee shall make any change in such notice thereafter. Two (2) bulletin boards shall be provided by the Employer for notices and no Union notice shall be posted except upon such boards.

ARTICLE 21 - PREGNANCY LEAVE

21.01 The provisions of this Article shall only apply to employees who have been employed by the Employer for a period of one (1) year or longer as of the date on which such employee will commence a leave of absence for pregnancy, such leave of absence for pregnancy to be granted in accordance with the following provisions.

21.02 When an employee has reached a stage in her pregnancy when she can no longer continue on duty, such determination to be at the sole discretion of the

Employer, she may request a leave of absence without pay.

21.03 The Employer may require an employee who is pregnant to commence a leave of absence without pay at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by her pregnancy.

21.04 Save as provided in Sub-Articles 21.01, 21.02, 21.03 and 21.05 hereof, all leaves of absence for pregnancy shall be governed by the provisions of The Employment Standards Act of Ontario with provision of the employee to extend the time limits of up to seventeen (17) weeks as covered in the Act to a total of twenty-six (26) weeks in accordance with Article 21.08.

21.05 The seniority of an employee who

has been granted a maternity leave of absence shall continue to accumulate while such employee is on such a leave of absence.

21.06 Any employee who has been granted a maternity leave of absence in accordance with Sub-Article 21.04 above and who returns to work on her first scheduled work day immediately following the expiry of the periods set forth in The Employment Standards Act shall be reinstated in her former job.

21.07 No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

21.08 Any employee who has been granted a maternity leave of absence of up to seventeen (17) weeks may extend such leave to twenty-six (26) weeks by requesting such

extension before the completion of her
fourteenth (14) week of absence.

ARTICLE 22

22.01 It is agreed that nobody excluded
from the bargaining unit shall perform any
duties or work within the bargaining unit
except for the purpose of instruction or in
cases of emergency beyond the control of the
Employer save and except persons employed in
the following positions: Assistant Chef,
Food Production Supervisor, Pastry Cook,
Dishroom Supervisor and Dietary Supervisor.

ARTICLE 23

23.01 The Hospital shall not contract out
any work usually performed by members of the
bargaining unit if, as a result of such
contracting out, a lay-off of any employees
other than casual part-time employees
results from such contracting out.
Contracting out to an employer who is
organized and who will employ the employees



of the bargaining unit who would otherwise be laid off is not a violation of this provision.

ARTICLE 24

24.01 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 this course.

ARTICLE 25 - DURATION AND TERMINATION

25.01 This Agreement shall run from the-----
1st day of April, 1987, to and including the
31st day of March, 1989.

25.02 In the event that either party gives written notice to amend the Agreement. or make a new Agreement within ninety (90) days prior to the 31st day of March, 1989, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far

as possible, list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter said list before and during negotiations.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers and the Employer has caused its corporate seal to be affixed hereto, this 9th day of December, 1987.

THE RELIGIOUS HOSPITAL-
LERS OF HOTEL-DIEU OF
ST. JOSEPH OF THE
DIOCESE OF LONDON IN
ONTARIO. :

FOR THE UNION:

T. J. Mitchell
K. W. Brown
Paul Koszo
Edward Lafontaine
Paul Poulin
Mike Czaczkowski

Roman E. Mann
R. H. Drouillard

SCHEDULE "A"
EFFECTIVE APRIL 1, 1987

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>MONTHLY</u>
Kitchen Helper: Grade II	START	9.694	1575.27
	6 MTHS	9.935	1614.44
	1 YEAR	10.234	1663.03
Kitchen Helper Grade I	START	10.495	1705.43
	6 MTHS	10.782	1752.07
	1 YEAR	11.065	1798.06
Cafeteria Helper	START	9.788	1590.55
	6 MTHS	10.019	1628.08
	1 YEAR	10.264	1667.90
Diet Kitchen	START	9.788	1590.55
	6 MTHS	10.019	1628.08
	1 YEAR	10.264	1667.90

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>MONTHLY</u>
Dietary	START	10.019	1628.08
	6 MTHS	10.249	1665.46
	1 YEAR	10.420	1693.25
Night Cafeteria Attendant	START	10.542	1713.07
	6 MTHS	10.782	1752.07
	1 YEAR	11.082	1800.82
Assistant Cook	START	10.542	1713.07
	6 MTHS	10.782	1752.07
	1 YEAR	11.082	1800.82
Cook	START	11.237	1826.01
	6 MTHS	11.483	1865.98
	1 YEAR	11.629	1889.71
Seamstress	START	9.964	1619.15
	6 MTHS	10.195	1656.68
	1 YEAR	10.357	1683.01

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>MONTHLY</u>
Laundry Helper Grade II	START	9.788	1590.55
	6 MTHS	10.019	1628.09
	1 YEAR	10.264	1667.90
Laundry Helper Grade I	START	10.435	1695.68
	6 MTHS	10.788	1753.05
	1 YEAR	11.065	1798.06
Laundryman	START	11.151	1812.03
	6 MTHS	11.304	1836.90
	1 YEAR	11.437	1858.51
Pharmacy Aide	START	9.819	1595.58
	6 MTHS	10.034	1630.52
	1 YEAR	10.319	1676.83
Ward Aide	START	9.819	1595.58
	6 MTHS	10.034	1630.52
	1 YEAR	10.319	1676.83

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>MONTHLY</u>
Nurse's Aide	START	10.811	1756.78
	6 MTHS	11.142	1810.57
	1 YEAR	11.450	1860.62
Registered Nursing Assistant	START	10.911	1773.03
	6 MTHS	11.242	1826.82
	1 YEAR	11.550	1876.87
Psychiatric Attendant	START	10.890	1769.62
	6 MTHS	11.221	1823.41
	1 YEAR	11.527	1873.13
Orderly	START	10.811	1756.78
	6 MTHS	11.142	1810.57
	1 YEAR	11.450	1860.62
Cleaner II	START	9.694	1575.27
	6 MTHS	9.935	1614.44
	1 YEAR	10.234	1663.03

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>MONTHLY</u>
Cleaner I	START	10.435	1695.68
	6 MTHS	10.788	1753.05
	1 YEAR	11.065	1798.06
Storeman	START	10.612	1724.45
	6 MTHS	10.966	1781.97
	1 YEAR	11.243	1826.98
Painter	START	10.903	1771.73
	6 MTHS	11.547	1876.38
	1 YEAR	12.050	1958.12
Carpenter	START	11.175	1815.93
	6 MTHS	11.390	1850.87
	1 YEAR	12.050	1958.12
Radiology Aide	START	10.263	1667.73
	6 MTHS	10.689	1736.96
	1 YEAR	10.911	1773.03

<u>Classification</u>		<u>Hourly</u>	<u>Monthly</u>
. O.R. Aide	START	10.263	1667.73
	6 MTHS	10.689	1736.96
	1 YEAR	10.911	1773.03

Effective July 13, 1987

Kitchen Helper	START	10.495	1705.43
Grade II	6 MTHS	10.782	1752.07
	1 YEAR	11.065	1798.06

Laundry Helper	START	10.435	1695.68
Grade II	6 MTHS	10.788	1753.05
	1 YEAR	11.065	1798.06

Housekeeping	START	10.435	1695.68
Cleaner II	6 MTHS	10.788	1753.05
	1 YEAR	11.065	1798.06

EFFECTIVE OCTOBER 1, 1987

Registered	START	10.961	1781.16
Nursing	6 MTHS	11.292	1834.95
Assistant	1 YEAR	11.600	1885.00

Effective April 1, 1988

<u>Classification</u>		<u>Hourly</u>	<u>Monthly</u>
Kitchen Helper	START	10.967	1782.14
Grade II	6 MTHS	11.267	1830.89
	1 YEAR	11.562	1878.82
Kitchen Helper	START	10.967	1782.14
Grade I	6 MTHS	11.267	1830.89
	1 YEAR	11.562	1878.82
Cafeteria Helper	START	10.228	1662.05
	6 MTHS	10.469	1701.21
	1 YEAR	10.725	1742.81
Diet Kitchen	START	10.228	1662.05
Helper	6 MTHS	10.469	1701.21
	1 YEAR	10.725	1742.81
Dietary	START	10.469	1701.21
	6 MTHS	10.710	1740.37
	1 YEAR	10.888	1769.30

<u>Classification</u>		<u>Hourly</u>	<u>Monthly</u>
Night Cafeteria Attendant	START	11.016	1790.10
	6 MTHS	11.267	1830.89
	1 YEAR	11.580	1881.75
Assistant Cook	START	11.016	1790.10
	6 MTHS	11.267	1830.89
	1 YEAR	11.580	1881.75
Cook	START	11.742	1908.07
	6 MTHS	11.999	1949.84
	1 YEAR	12.152	1974.70
Seamstress	START	10.412	1691.95
	6 MTHS	10.653	1731.11
	1 YEAR	10.823	1758.74
Laundry Helper Grade II	START	10.904	1771.90
	6 MTHS	11.273	1831.86
	1 YEAR	11.562	1878.82

<u>Classification</u>		<u>Hourly</u>	<u>Monthly</u>
Laundry Helper Grade I	START	10.904	1771.90
	6 MTHS	11.273	1831.86
	■ YEAR	■ 11.562	1878.82
Laundryman	START	■ 11.652	1893.45
	6 MTHS	11.812	1919.45
	1 YEAR	11.951	1942.04
Pharmacy Aide	START	10.260	1667.25
	6 MTHS	10.485	1703.81
	■ YEAR	10.783	1752.24
Ward Aide	START	10.260	1667.25
	6 MTHS	10.485	1703.81
	■ YEAR	10.783	1752.24
Nurse's Aide	START	■ 11.297	1835.76
	6 MTHS	11.643	1891.99
	1 YEAR	11.965	1944.31

<u>Classification</u>		<u>Hourly</u>	<u>Monthly</u>
Registered	START	11.454	1861.27
Nursing	6 MTHS	11.800	1917.50
Assistant	1 YEAR	12.122	1969.82
Psych Attendant	START	11.380	1849.25
	6 MTHS	11.725	1905.31
	1 YEAR	12.045	1957.31
Orderly	START	11.297	1835.76
	6 MTHS	11.643	1891.99
	1 YEAR	11.965	1944.31
Cleaner II	START	10.904	1771.90
	6 MTHS	11.273	1831.86
	1 YEAR	11.562	1878.82
Cleaner I	START	10.904	1771.90
	6 MTHS	11.273	1831.86
	1 YEAR	11.562	1878.82

<u>Classification</u>		<u>Hourly</u>	<u>Monthly</u>
Storeman	START	11.089	1801.96
	6 MTHS	11.459	1862.09
	1 YEAR	11.748	1909.05
Painter	START	11.393	1851.36
	6 MTHS	12.066	1960.72
	1 YEAR	12.592	2046.20
Carpenter	START	11.677	1897.51
	6 MTHS	11.902	1934.07
	1 YEAR	12.592	2046.20
Radiology Aide	START	10.724	1742.65
	6 MTHS	11.170	1815.12
	1 YEAR	11.401	1852.66
D.R. Aide	START	10.724	1742.65
	6 MTHS	11.170	1815.12
	1 YEAR	11.401	1852.66

** Orderly assigned to Operating Room,
Respiratory Therapy and Emergency Room shall
receive an additional ten dollars (\$10.00)
per month for the duration of this contract.

SCHEDULE "B"
LETTER OF UNDERSTANDING
TEMPORARY HIRES

It is hereby agreed that the following Letter of Understanding shall apply in regards to hiring temporary employees.

Temporary employees may be hired for the purpose of replacing employees who are absent from work. Absent in this Agreement includes absences due to illness, injury, pregnancy, vacation and leave of absences as governed by the Collective Agreement.

The Hospital shall be limited to hiring someone in this capacity for a period of time of up to six (6) continuous months, excluding a reasonable period of orientation. Extensions to the six (6) month provision may be applied for by the Hospital should the regular employee not

return from absence within the said six month period.

Temporary employees shall not be given seniority during the certain term period. If, however, a job posting occurs and no seniority employee applies, temporary hired employees will be given consideration for the vacant position. If a temporary hired employee fills a permanent full time position. seniority will be backdated to the original date of hire and benefits will commence the first billing date following such transfer to a permanent position, and further, sick time accumulation and vacation accumulation will be backdated to the original date of hire.

The Hospital will identify and advise the union of persons hired on temporary basis within one (1) week of their being hired.

If any such person continues to be employed by the Hospital after the expiry of the said six (6) month period, excluding a reasonable period of orientation and any extension agreed to by the union then such person will be included within the bargaining unit and will be given credit for all time worked.

DATED AT WINDSOR, ONTARIO THIS 9th DAY OF
December, 1987.

FOR THE UNION

FOR THE HOSPITAL

K. W. Brown

Roman E. Mann

R. H. Drouillard

SCHEDULE "C"
CHECK-OFF CARD
SERVICE EMPLOYEES' UNION LOCAL 210

NAME.....DATE.....

I HEREBY AUTHORIZE HOTEL DIEU HOSPITAL to deduct from my first pay the union initiation fee _____ and from the pay due me each calendar month, for the duration and as a condition of my employment, the sum of the monthly dues as certified by the Service Employees' Union Local 210, AFL-CIO-CLC, and to pay the sum deducted to a designated official of the Union. I further authorize my Employer to deduct an additional sum of \$1.00 as welfare assessment from my first pay in the month of September each year.

Witness

Signature

