

69 Employees

Unit No. 42B

SOURCE	Union	
EFF.	9/3/70	1/1
TERM.	9/5/70	1/10
No. OF EMPLOYEES	70	
NO. M. B. R. E. D'EMPLOYES	15	

COLLECTIVE AGREEMENT

BETWEEN

ST. JOSEPH'S HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
AFL-CIO-CLC

EFFECTIVE: OCTOBER 11, 1993

EXPIRY: OCTOBER 10, 1995  
SERVICE UNIT (PART-TIME)

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COLLECTIVE AGREEMENT entered into

BETWEEN:

ST. JOSEPH'S HOSPITAL  
BRANTFORD, ONTARIO  
(hereinafter called "The Hospital")

and

Part-time  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFL-CIO-CLC  
(hereinafter called "The Union")

WHEREAS it is the responsibility of the Hospital to provide uninterrupted, skillful and efficient care to the patients of its hospital, and to therefore require the complete co-operation of its employees;

AND WHEREAS it is the intention of the parties to provide for an orderly collective bargaining unit relationship between the Hospital and its employees;

NOW, THEREFORE, this Collective Agreement witnesseth that:

#### **ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Employer and certain classifications of employees represented by the Union and to establish and maintain mutually satisfactory working conditions which will ensure the successful operation of the Hospital as a public service institution intended to provide adequate hospital and clinical services to the general public.

#### **ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Hospital agrees to recognize the Union as the sole and exclusive Bargaining agent of all lay employees of its hospital in Brantford who are regularly employed 24 hours or less per week, and students employed during the school vacation period, save and except professional medical staff, graduate nursing staff, student nursing assistance, undergraduate nurses, graduate pharmacists,

undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineers, stationary engineers, office staff and persons covered by subsisting collective agreements.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive right and function of the Hospital to manage and direct its operations and affairs in all respects and without limiting or restricting the generality of the foregoing:

- (a) to maintain order, discipline, and efficiency, and to make, alter and enforce rules and regulations which are not expressly contrary to any other article of this Collective Agreement to be observed by the employees;
- (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; to assign employees to shifts and increase or decrease the working force, provided that a claim of discriminatory discipline, suspension, promotion, demotion or transfer, or a claim by an employee that he has been discharged without cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) to determine the kind, location and number of the Hospital's establishments, the service to be rendered, the methods, the work procedure, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of materials, facilities and services as may be deemed necessary in the interests of the safety and well-being of the Hospital's patients and the public.

## **ARTICLE 4 - DEFINITIONS**

### **4.01 Temporary Employees**

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its **own** up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

4.02 Where the singular or masculine gender is used in this Agreement, it should mean and include the plural or the feminine gender where the context of the Agreement so requires, and vice versa.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Union Dues**

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

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

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any

changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

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

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

#### 5.02 Interview Period

It is mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of their probationary period for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Employer shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employee shall report to this room for the interview, during the interview period. The Hospital may have a representative present at this interview.

#### 5.03 Employee Lists

Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the twenty-fifth day if possible, but not later than the last day of the month in which they were deducted. The Union agrees to keep the Hospital harmless and indemnified from any claims against it by an employee which arises out of any deduction under this Article. The Hospital when forwarding Union dues will submit a list, indicating the names of those employees for whom deductions have been made, as well as names and dates of hire of those employees hired in the preceding months.

### **ARTICLE 6 - NO STRIKE/LOCK-OUT**

6.01 In view of the orderly procedure herein provided for the final disposition of grievances, the Union agrees that during the life of this Collective Agreement there will be no strike, slow-down,



:it-down, work stoppage or any other interference with the operation of the Hospital for any reason by any of its employees. The Hospital agrees that during the life of this Collective Agreement it will not lock out its employees.

## **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

### **7.01 Grievance Committee**

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than five (5) 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.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital **up** to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

### **7.02 Union Stewards**

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

- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The Hospital acknowledges the right of the Union to appoint or otherwise select four (4) stewards to assist employees in the event that grievances arise in presenting such grievances to the Hospital in accordance with the Grievance Procedure herein. The Steward shall come from and function only within the group he represents as provided in Appendix "B" which is attached hereto and forms part of this Collective Agreement.

### **7.03 Central Bargaining Committee**

In future central bargaining between the Service Employees' International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the 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 (7), 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.

#### **7.04 Local Negotiating Committee**

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of two (2) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representative of the Union when negotiating with the Hospital.
- (f) The Hospital agrees to recognize a Negotiating Committee of the Union of not more than two (2) employees in connection with the negotiating of amendments or renewal of this Collective Agreement whenever such matters properly arise from time to time. It is understood that a Business Agent of the Union may be present at such negotiations if his presence is requested by either party.

### **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the

negotiating unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

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

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, 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.

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

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

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

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

#### Step 1

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

## Step 2

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

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

## Step 3

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

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

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

## 8.05 Policy Grievance

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

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

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

.06 Group Grievance

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

8.07 Discharge Grievance

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

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

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

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

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

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at

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

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

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

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

**8.14** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

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

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

**8.17** Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to 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 9 - SENIORITY

### 9.01 Probationary Period

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 worked hours. With the written consent of the Hospital, the probationary employee, the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

### 9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

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

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

### 9.03 Transfer of Service and Seniority

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



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

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

#### 9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

**9.05** Effective February 28, 1995, Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability

resulting in W.C.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

#### 9.06 Seniority Lists

A seniority list shall be prepared by the Hospital; the initial seniority list will show name, classification of all employees and their respective date of hire for part-time as well as their number of hours worked part-time since 1975 if applicable. Thereafter the seniority lists will show name, classification and number of hours worked. Such seniority list will be brought up each 6 months and a copy shall be posted for the information of the employee and a copy shall be furnished to the Union.

### ARTICLE 10 - JOB SECURITY

10.01(a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

(i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might

qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

#### Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall making typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

#### Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

#### Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

**Any** agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

10.02      Notice of Layoff

In the event of a proposed lay-off at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

(i) provide the Union with no less than six (6) months' written notice of the proposed lay-off or elimination of position; and

(ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent lay-off.

10.03      Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of lay-off, or the notice provided above, an employee with more than twelve (12) months service with the Hospital who has received notice of lay-off or a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

Note: In accordance with the Mitchnick Board's supplementary award dated February 24, 1997, notwithstanding Article 10.02, notice for the purposes of severance pay under Article 10.03(a) is to be calculated on the basis of 2 weeks per year of service to a maximum of 12 weeks. Thus the balance of the notice referred to above will be the balance of up to 12 weeks as applicable.

(b) Prior to issuing notice of lay-off pursuant to Article 10.02(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a

classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 10.02(ii).

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. **An** employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

**An** employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

#### 10.04 Regional Staff Planning Committee

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that

hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure, composition and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

**10.05**      Layoff and Recall

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

(b) **An** employee who is subject to layoff shall have the right to either:

(i) accept the layoff; or

(ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: **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.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

- (c) **An** employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) 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.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) 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.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four **(24)** months from the date of layoff.

#### **ARTICLE 11 - JOB POSTING**

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

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

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



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

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

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

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

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

## **ARTICLE 12 - NO CONTRACTING OUT**

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

12.02 Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the Hospital; and
- (2) in doing so to stand, with respect to that work in the place of the Hospital for the purposes of the Hospital's Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.

12.03 On request by the Union, the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

## **ARTICLE 13 - WORK OF THE BARGAINING UNIT**

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

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

13.02      Employment Agencies

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

13.03      Volunteers

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

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

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

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

### 3.05 Utilization of R.P.N. Skills

- (a) The Hospital supports utilizing Registered Practical Nurses for the skills which the Hospital requires them to perform in the areas involved.
- (b) The Hospital agrees to provide education for current Registered Practical Nurses for the additional skills which the Hospital requires them to perform.

## **ARTICLE 14 - TECHNOLOGICAL CHANGE**

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

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

**14.03** Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee 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 (6) months.

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

**14.05** Employees who are pregnant shall not be required to operate VDTs. At their request, the employer shall temporarily relocate such employees to other appropriate work without loss of

employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

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

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01** Bereavement Leave

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

### **15.02** Education Leave

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

qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

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

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

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

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employees normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.



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

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) **An** employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) **An** employee who is an adoptive parent 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.  
  
**An** employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental 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 ninety-three percent (93%) 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 parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's

Supplemental Unemployment Benefit (SUB) Plan, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or council meetings.

15.08      Personal Leave

The Hospital may grant leave of absence without pay to any employee for personal reasons regarded as legitimate by and acceptable to the Hospital. A request for such leave must be made in writing, and the granting of such leave must have the approval of the Manager, Employee Relations. A leave of absence which is not used for the purpose for which it has been granted shall constitute absence from the employ without permission and shall be dealt with as such. The seniority of an employee shall continue to accumulate during any leave that is with the permission of the Hospital.

**ARTICLE 16 - HOURS OF WORK**

16.01      Daily and Weekly Hours of Work

- (a) The hours of work shall be in accordance with schedules and shifts as determined by the Hospital. Normal working shifts of employees shall ordinarily be worked during an elapsed period of nine (9) hours.
- (b) It is understood that normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply.

It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

- (c) The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

16.02      Rest Periods

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

- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

**16.03**      Time Off Between Shifts

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

**16.04**      The Hospital may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.

**16.05**      The Hospital agrees to allow a five (5) minute change/washup period at the end of each seven and one-half (7 ½) hour shift.

**16.06**      Part-time employees must be available for work at least:

- (a) two (2) weekends in six (6)
- (b) fifty percent (50%) of statutory holidays in a year.

If an employee wishes to cancel a scheduled shift for any reason other than a sickness, he/she is required to notify the Hospital within seven (7) days.

**ARTICLE 17 - PREMIUM PAYMENT**

**17.01**      Definition of Regular Straight Time Rate of Pay

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

17.02      Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

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

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03      Reporting Pay

Employees who report at the starting time for work for which they are scheduled, not having previously been advised not to report shall be guaranteed at least four (4) hours of work or, if no work is available shall be paid for at least four (4) hours' time at the employee's applicable straight time hourly rate of **pay**. This obligation shall not apply in the following circumstances:

- (a) When an employee who has been off work does not notify the Hospital of his intention to return to work as follows:

Day Shift - by 1400 hours of the day prior to day of return

Evening and Night Shift - by 0900 hours of the day of return

- (b) When an employee fails to keep the Hospital advised of a telephone number that can be used for the purpose of leaving a message;

- (c) When the circumstances are beyond the reasonable control of the Hospital.

17.04      Standby

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

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

17.05      Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four **(4)** hours of work or four **(4)** hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hours period provided for under (a). If a second call takes place after four **(4)** hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four **(4)** hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 ½ times his regular straight time hourly rate for all hours actually worked on such call-back or four **(4)** hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.



17.06 (a) Shift Premium

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

(b) Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

17.07 Responsibility Outside the Bargaining Unit

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Not applicable.

17.09 Paid Time to Working Time

- (a) Employees absent on approved leave paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short term leave of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

- (b) No employee shall be laid off during his normal schedule or working hours for the sole purpose of depriving him of overtime pay.

## **ARTICLE 18 - ALLOWANCES**

### **18.01      Meal Allowance**

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

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

**18.02      Not applicable.**

### **18.03      Transportation Allowance**

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

## **ARTICLE 19 - HEALTH AND SAFETY**

### **19.01      Accident Prevention - Health and Safety Committee**

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

- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) 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 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will

provide, at no cost to the employees, a Hepatitis B vaccine.

**19.02**      Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees. At the same time the Hospital agrees to meet directly with a representative of the Union or through the Accident Prevention - Health & Safety Committee to discuss the need for any additional protective clothing equipment.

**ARTICLE 20 - HOLIDAYS**

**20.01**      Number of Holidays

(a) If a part-time employee is required to work on any of the holidays listed in Article 20.01(b) the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate for all hours worked on such holiday.

(b)	New Year's Day	Victoria Day
	Good Friday	Dominion day
	Civic Holiday	Thanksgiving Day
	Labour Day	3rd Monday in February
	Easter Monday	Christmas Day
	Employee's Birthday	Boxing Day

It is further agreed that in the event Heritage Day or another day is proclaimed as a Statutory Holiday by the Government of Ontario, such day shall be substituted for the twelfth holiday, identified above as the employee's birthday.

**20.02**      Payment for Working on a Holiday

For the purpose of clarity, the holiday shall commence at 7:00 a.m. on the morning of the holiday and end at 7:00 a.m. on the following morning.

A tour that begins or ends during the twenty-four (24) hour period of the holiday listed above, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

.0.03 It is agreed that paid holidays will be celebrated on the day on which they fall or are declared by the Government Statute.

20.04 The choice of Christmas and New Year's Holidays will be decided by seniority on an annual rotating basis.

20.05 When a holiday falls on a Friday the employee's pay cheques will be available by 3:00 p.m. on Wednesday, if possible.

## ARTICLE 21 - VACATIONS

### 21.01 Part-time Vacation Pay

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

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

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

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for 6% of gross earnings shall be 3,450 hours of continuous service.

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

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

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for 8% of gross earnings shall be 8,625 hours of continuous service.

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

A part-time employee who has completed 43,125 hours of continuous service or more as of April 30 shall receive 12% of gross earnings.

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

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

21.02 For the purpose of calculating vacations and eligibility, the fiscal year shall be from May 1st of any year to April 30th of the following year.

21.03 (i) Requests for summer vacation must be submitted to your immediate supervisor, in writing, by March 31. The Hospital will post vacation schedules by April 30.

(ii) Requests for vacation time to be submitted two (2) weeks prior to the posting of the appropriate schedule.

(iii) The remainder of vacation must be submitted to your immediate supervisor, in writing, by September 30. The Hospital will post vacation schedules by October 31.

(iv) The Hospital shall allot up to three (3) weeks vacation from May to September; however, no more than two (2) weeks' vacation during July and August.

## **ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES**

22.01 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 23 - INJURY AND DISABILITY**

23.01 Not applicable.

23.02 Disabled Employees

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

23.03 The Hospital shall pay the full cost of any medical certificates required of an employee.

**ARTICLE 24 - PROGRESSION ON THE WAGE GRID**

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

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

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

**ARTICLE 25 - COMPENSATION**

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) years of related experience in the classification on the completion of the employee's probationary period. It is

understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02      Promotion to a Higher Classification

Where an employee transfers under the job posting clause, the employee shall start at the next higher rate than his present rate for the new job and progress according to length of service in the new job.

25.03      Temporary Transfer

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

25.04      Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality 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.

- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

**25.05**      Wages and Classification Premiums

- (a) Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of this Collective Agreement.
- (b) Effective October 10, 1986, orderlies assisting at autopsies will receive twenty-seven dollars (\$27.00) per autopsy and rates adjusted thereafter as per Coroner's Case.

**ARTICLE 26 - RELATIONSHIP**

**26.01**      The Hospital agrees to keep the Union informed of the names of its representatives in connection with the negotiating and administration of this Collective Agreement, and in the same manner the Union agrees to keep the Hospital informed of the names of its representatives.

**26.02**      The Hospital agrees that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee because of his membership or non-membership, in the Union.

**26.03**      The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised with

respect to any employee because of his membership or non-membership in the Union, and there will be no union activity or meetings on the Hospital's premises except as otherwise provided in this Collective Agreement.

#### **ARTICLE 27 - UNION-MANAGEMENT MEETINGS**

27.01 A representative or representatives of Management will meet with the Union representatives on a monthly basis at mutually convenient times to discuss matters of mutual interest arising out of this Agreement, where either party submits to the other a written agenda five (5) days in advance of the desired date for the meeting.

#### **ARTICLE 28 - BULLETIN BOARDS**

28.01 The Hospital will provide a bulletin board for the convenience of the Union for the posting of Union notices. All such notices must be signed by the Representative of the Union designated for the purpose and must be submitted to the Manager, Employee Relations for approval before being posted. The Hospital agrees to provide space for a bulletin board in a conspicuous location, easily seen by all members of the bargaining unit.

#### **ARTICLE 29 - PERSONAL FILES**

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

#### **ARTICLE 30 - DURATION**

30.01 Renewal

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar

~~.months~~ nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" mean 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 subject for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committee referred to above.

30.02      Term

This Agreement shall continue in effect until ~~October 10, 1995~~ and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on the 22 April day of 19 98, at Brantford, Ontario.

FOR THE HOSPITAL

FOR THE UNION

Muneer Dignar

Norman J. Leach

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Jane Best

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Lawrence Edwards

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JB/KO

WAGE SCHEDULE "A"

St. Joseph's Hospital  
Brantford, Ontario

These rates apply only to LICO employees as defined by the Social Contract Act, 1993.

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Pharm Aide/Physio Aide	14.761	15.014	15.179
Diet Help/Ward Aide	14.451	14.600	14.705
Diet Port/House Port	14.451	14.600	14.705
Orderly	14.879	15.036	15.170
SPD Aide	14.825	14.975	15.140
OR Aide	14.451	14.600	14.705
Diet Aide	14.825	14.975	15.140
Cook & Baker	15.215	15.370	15.506
Cook's Helper	14.849	15.000	15.140
Storekeeper	14.825	14.975	15.140
Maintenance I	17.961	18.123	18.246
Maintenance II	16.861	17.018	17.160
OR Porter	14.533	14.684	14.825
OR Attendant	14.533	14.684	14.825
<b>RPN</b>	18.777	18.917	19.067
Journey person	18.777	18.927	19.067

WAGE SCHEDULE "B"

St. Joseph's Hospital  
Brantford, Ontario

These rates apply only to Non-LICO employees as defined by the Social Contract Act, 1993.

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Pharm Aide/Physio Aide	14.470	14.718	14.880
Diet Help/Ward Aide	14.166	14.312	14.415
Diet Port/House Port	14.166	14.312	14.415
Orderly	14.586	14.740	14.871
SPD Aide	14.533	14.680	14.842
OR Aide	14.166	14.312	14.415
Diet Aide	14.533	14.680	14.842
Cook & Baker	14.915	15.067	15.200
Cook's Helper	14.556	14.704	14.842
Storekeeper	14.533	14.680	14.842
Maintenance I	17.607	17.766	17.886
Maintenance II	16.529	16.683	16.822
OR Porter	14.247	14.395	14.533
OR Attendant	14.247	14.395	14.533
RPN	18.407	18.544	18.691
Journeyman	18.407	18.554	18.691

## Wage Implementation Note

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a 'non-LICO' employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

APPENDIX "B"

Name of Stewards and Hospital grouping within which they will be recognized:

No. of Stewards	Hospital Grouping
2	Nursing
1	Dietary
1	Housekeeping



LETTER OF INTENT

Re: Liability Insurance

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

FOR THE UNION

FOR THE HOSPITAL

Norman J. Love.

Musreen Dignar

Jenice Bishop

Lauren Edwards

MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

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

This letter is to confirm the parties understanding that:

1. The **11:00** a.m. to **7:00** p.m. shift would not be eligible for shift premium payments.
2. In the event that **a Hospital is** continuing to pay a shift premium for the **11:00** a.m. to **7:00** p.m. shift, the practice will terminate on **May 2, 1989**.
3. Hospitals who were paying **a** shift premium on the **11:00** a.m. to **7:00** p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to **October 11, 1987**.

Signed at Toronto this *22* day of *April* 19 *88*.

FOR THE HOSPITAL

FOR THE UNION

*Maurice Dignar*

*Norman J. Leung*

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*Janece Best*

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*Laurie Edwards*

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MEMORANDUM OF UNDERSTANDING

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

Pursuant to the award of the Mitchnick board dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 while the terms of this collective agreement remain in effect.

Signed at Toronto this \_\_\_\_\_ day of \_\_\_\_\_ 199 .

FOR THE PARTICIPATING LOCAL UNION  
HOSPITALS

FOR THE PARTICIPATING

\_\_\_\_\_  
Local 204

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Local 478

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Local 183

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Local 777

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Local 532

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Local 268

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SEE ORIGINAL SIGNED AGREEMENT