

101 members

Unit No. 62

SOURCE	Union		
Wages EFF.	89	10	11
TERM.	91	10	10
No. OF EMPLOYEES	101		
NOMBRE D'EMPLOYÉS	84		

COLLECTIVE AGREEMENT

BETWEEN

COLLINGWOOD GENERAL AND
MARINE HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
AFL:CIO:CLC

(SERVICE UNIT)
FULL-TIME AND PART-TIME

EFFECTIVE: OCTOBER 11, 1989

EXPIRY: OCTOBER 10, 1991

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COLLECTIVE AGREEMENT

BETWEEN:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
(hereinafter called the "Employer")
OF THE FIRST PART

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(hereinafter called the "Union")
OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board did, on the 20th day of December, 1965, certify the Union as the bargaining agent for certain employees of the Employer.

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish **mutually** satisfactory relations between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The **Employer recognizes** the Union as the sole collective bargaining agent for all its employees at Collingwood, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office staff and persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges it **is** the **exclusive** function of the Employer to:

(a) Maintain order, discipline and efficiency;

(b) Hire, classify, transfer, promote, demote and layoff employees and also to suspend, discipline or discharge employees for **just cause**, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein-after provided.

3.02 The Union further **recognizes** the right of the Employer to operate and manage the Hospital in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to **use** modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment at the Hospital at **Collingwood**, Ontario, are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter **from** time to time rules and regulations to be observed by the employees, but **before** altering any such rules the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

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. 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 Part time employees interested in such temporary full time work may record such interest in writing with the Hospital. Consideration shall be given to such requests prior to hiring new employees.

4.03 (a) Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the

plural pronoun where the context so requires, and vice versa.

- (b) Continuous service for the purposes of entitlements towards vacations with pay and other accumulated benefits shall mean service of a regular nature excluding any unpaid leave of absence or lay off or unpaid sickness or long pregnancy leave in excess of thirty (30) days, or pregnancy leave.
- (c) An afternoon shift, or a night shift, shall be any shift which commences or ends between 2200 hours and 0200 hours.

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

The Employer agrees that a Union representative shall be given the opportunity of interviewing every employee who is not a member of the Union, once during the second calendar month of employment, for the purpose of informing such employee of the existence of the Union in the Hospital. The Employer shall advise the Union monthly as to the names, social insurance numbers, and addresses of the persons to be interviewed and shall designate the time and place for each such interview, the

duration of which shall not exceed 15 minutes. A representative of the Hospital Administration **may** be present at such interview.

The interview shall take place on the Employer's premises in a room designated by the Employer, and the employees shall report to this room for interview during the interview period.

5.03 Employee Lists

The Employer shall, when remitting such dues, in alphabetical order, the names and social insurance numbers of the employees from whose pay such deductions have been made, and also the names and social insurance numbers of any employees who have left the employment of the Employer since the last payment.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

6.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline **may** be the subject of a grievance and dealt with as provided in Article 8.

6.03 Should the Union **claim** that a cessation of work constitutes a lockout, it **may** take the matter up with the Employer as provided in Step No. 3 of Article 8.05.

6.04 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any dispute which may arise between any other employer and the employees of such other employer.

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 six (6) 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 number of stewards and the areas which they represent, are to be determined locally.

- (g) The employer will recognize a chief steward and one steward from each of the following areas of the hospital:

Dietary
Registered Nursing Assistants
Maintenance
Housekeeping
Any other area not mentioned above
Laundry

Each steward shall be a regular employee of the employer who has acquired seniority.

- (h) The employer undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this agreement.
- (i) The Union undertakes to secure from its officers, stewards, and members, their co-operation with the Employer and with all persons representing the employer in any supervisory capacity.
- (j) It is understood that only three (3) of the six (6) stewards referred to in 7.01(a) above, shall meet with management at any one time.

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 (1) 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 four (4) 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 representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.
- (g) Two (2) regular full time employees, including the Chief Steward, when negotiating jointly with one or more other Union Negotiating Committees, and Managements of two (2) or more employees in the Georgian Bay region.
- (h) Not more than one (1) employee from any one department on the negotiating committee.
- (i) It is agreed that full time General Representative of Local 204 may act as members of such Negotiating Committee.

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 bargaining 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, upon request, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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 ~~com~~plaints 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

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

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.

8.06 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) A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any 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 discretion of the Hospital.

- (b) 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, and 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

Full-time employees will **accumlate** seniority on the basis of their continuous service in the bargaining unit from 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 **accumlate** seniority in accordance with this Article.

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 par **t-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 (3) 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 eighteen (18) **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 twenty-four (24) calendar months from the time the disability or illness commenced.

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding 30 continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of WCB benefits. Effective April 10, 1989 the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective April 10, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an adoption leave or illness.

9.06 Up-to-date seniority lists will be forwarded to the Union in the months of January and July of each year of this Agreement.

ARTICLE 10 - LAYOFF AND RECALL

10.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his lay-off in accordance with the following schedule:

Up to one year's service	1 week's notice
1 year but less than 3 years' service	2 weeks' notice
3 years but less than 4 years' service	3 weeks' notice
4 years but less than 5 years' service	4 weeks' notice
5 years but less than 6 years' service	5 weeks' notice
6 years but less than 7 years' service	6 weeks' notice
7 years but less than 8 years' service	7 weeks' notice
8 years' service or more	8 weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will:

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

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

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

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

10.04 An employee who is subject to lay-off shall have the right to either:

(a) Accept the lay-off or;

(b) Displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off **subject to** his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

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

Employees on 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.

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04, and .05 above, the Hospital shall not act in an arbitrary or unfair manner.

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

10.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with 10.09 below, or have been found unable to perform the work available.

10.09 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.

10.10 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of Paragraph 10.09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

10.11 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 lay-off commenced.

10.12 A laid off employee shall retain the rights of recall for a period of eighteen (18) months from the date of lay-off.

10.13 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 (subject to maintaining superior conditions).

10.14 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

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 five (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 posting 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.

11.04 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. Contracting out to an **Employer** who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing **practce** as of June 1, 1986.

Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at last 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.N.A.'s

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital

agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

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.

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 operations, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (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 out 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 his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1 1/2) his regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

15.04 Pregnancy, Adoption and Parental Leave

15.04.01 "Parent" includes a person with whom a child is placed for Adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

A pregnant employee who started employment with her Employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

The employee **must** give the Employer at least two weeks written notice of the date the leave is to begin: and (b) a **certificate** from a legally **qualified** medical practitioner stating the expected birth date.

- 15.04.02 An employee on leave as set **out** above who is in receipt of Unemployment Insurance pregnancy, or parental 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 (2) 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.
- 15.04.03 The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- 15.04.04 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still birth or miscarriage.
- 15.04.05 The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the Employer at least four weeks written notice of that day.
- 15.04.06 (1) An employee who has been employed by his or her Employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,

(a) the birth of a child; or

(b) the coming of the child into the custody, care and control of a parent for the first time.

(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(4) The employee must give the Employer at least two weeks written notice of the date the leave is to begin.

15.04.07 An employee who has given written notice to begin pregnancy leave or parental leave may change the notice,

(a) to an earlier date if the employee gives the Employer at least two weeks written notice before the earlier date; or

(b) to a later date if the employee gives the employer at least two weeks written notice before the date the leave was to begin.

15.04.08 An employee who has given notice to end leave may change the notice:

(a) to an earlier date if the employee gives the Employer at least four weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Employer at least four weeks written notice before the date leave was to end.

15.04.09 (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, dental plans and any other types of benefit plans that are prescribed.

(3) During an employee pregnancy leave or parental leave, the **Employer** shall continue to make the Employer's contributions for any plan described in subsection (2) unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

(4) Seniority continues to accrue during pregnancy leave or parental leave.

15.04.10 (I) The Employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the **Employer**, if it still exists, or to a comparable position, if it does not.

(2) If the Employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the **Employer** shall reinstate the employee, when the operations resume, in accordance with the **Employer's** seniority system or practice, if any.

(3) The Employer shall pay a reinstated employee wages that are at least equal to the greater of,

(a) the wages the employee was most recently paid by the Employer; or

(b) The wages that the employee would be earning had the employee worked throughout the leave.

An Employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan and retroactive to January 10, 1989, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five 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 adoption benefits, and shall continue while the employee is in receipt of such benefits For a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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 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) (a) The Union undertakes that it will not request leave for more than three (3) employees at any one (1) time and that such employees shall be from various departments of the Hospital and there shall not be more than one (1) employee from any one (1) department.

(b) No leave shall be for a longer period than one (1) week at any one (1) time.

(c) The total leave for all employees shall not exceed four (4) weeks in a calendar year.

It is understood and agreed that where such leave of absence is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence

and submit an account to the Union for the employee(s) wages for such leave of absence.

- (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

In order to protect an employee's job in cases of prolonged illness, an employee may be allowed leave of absence, after the exhaustion of sick leave credits, for a period of up to one year without reduction in wage rates on his return to work, provided he is physically capable of carrying out the same duties that he was performing prior to the prolonged illness. In such case the employee shall retain the seniority he had prior to obtaining such leave of absence and shall accumulate seniority for the first thirty (30) days of such leave of absence.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The working day for all employees covered by this Agreement shall consist of seven and one-half (7 1/2) hours, excluding any meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half hour each.

The work-week for all full-time employees over a two-week cycle shall be an average of thirty seven and one-half (37 1/2) hours, with an average of five (5) working days per work-week.

It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with five (5) work-days in each week and ten (10) work-days in each two weeks, with the time off in each week being given, wherever possible, on consecutive days. It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Hospital, and by the decision of the Employer as to the number of staff required to be on duty at any one time. Employees will not be required to work more than eight (8) consecutive days without a day off except in emergency situations.

16.02 Rest Periods

- (a) All employees will be allowed two rest periods per day of fifteen (15) minutes duration without reduction in

pay and without increasing the regular working hours. One in each half scheduled shift. The fifteen (15) minutes rest period shall be calculated from the time the employees leave their station of work, until they return to their station of work.

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarters (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 of departments where employees are required to rotate in the day, evening and/or night shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over 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 Weekends Off

In scheduling shifts, the Employer will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Employer, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) Such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) Such weekend is worked as a result of an exchange of shifts with another employee; or
- (iv) The Hospital is unable to comply due to a prohibition against scheduling split days off.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

16.05 Shift schedules shall be posted at least two weeks in advance of their taking effect. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Department Head and the employee(s) concerned, provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts. This clause shall not apply to changes in schedules due to full-time employees returning to work from sick leave.

16.06(a) Employees must report to their respective supervisors, in uniform at the commencement of their shifts, and remain in uniform for the full working shift.

(b) Each employee shall conform to the timekeeping requirements of the Hospital. Failure to do so may be a cause for disciplinary action.

(c) Employees desiring to leave the Hospital premises prior to normal quitting time, exclusive of meal periods, must obtain permission from their Department Head before leaving their work. Employees arriving late will be penalized.

16.07 It is understood 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. The provisions for 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.

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 Definition of Overtime (Overtime Premium)

- (a) Authorized work performed in excess of seven and one-half (7 1/2) hours in a tour of duty or seventy-five (75) hours in a bi-weekly pay-period will be counted as overtime work and will be paid for at the rate of time and one-half an employee's regular rate of pay. The hourly rate of pay for the purpose of this clause shall be arrived at by dividing the bi-weekly pay by seventy-five (75).
- (b) It is understood and agreed that the employee shall work overtime when requested by the Employer.
- (c) Employees shall be entitled to payment of time and one-half (1 1/2) the employee's basic straight time **hourly** rate for all authorized overtime work in excess of seven and one-half (7 1/2) 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 four (4) weeks.
- (d) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (e) 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.
- (f) overtime on Paid Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half times his regular straight time hourly rate for such additional authorized overtime.

17.03 Reporting Pay

Full time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not

apply whenever an employee has received not less than one (I) hour's prior notice not to report for work.

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 works during the period of standby.

17.05 Call Back

Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half (I 1/2) 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 (I 1/2) after which they shall revert back to the regular shift.

Call back pay shall cover all calls within the minimum three (3) hour period provided for under 17.01. If a second call takes place after three (3) 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 (2) call back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, 17.01 shall apply.

Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2 1/2) **times** his regular straight **time** hourly rate for all hours **actually** worked on such **call back** or three (3) hours pay at time and one-half (1 1/2) his straight **time** hourly rate, **subject to** the other provisions set **out above**.

17.06 Shift Premium

Employees shall be paid retroactive to October **II**, 1987 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.

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 the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of

three (3) dollars for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable **rate** is time and one-half, then time off shall **be at time** and one-half). Where an employee chooses the **latter** option, such **time** off **must** be taken within the succeeding two pay periods of the occurrence of the overtime at a time **mutually** agreeable to the Hospital and the employee, or payment in accordance with the former option shall be **made**.

17.09 Paid Time to Working Time

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 leaves 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.

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 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$70.00 per year in a lump sum payment in the first pay period of November of each year.

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 & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by

the Hospital at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 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 provisions of protective clothing and safety devices to employees, subject to the provisions set out below with respect to safety footwear. The Hospital further agrees to meet directly with representatives of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1, 1988, and on that date for each subsequent year, the Hospital will provide \$35.00 per year to each full time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 The recognized holidays without loss of pay for this Agreement shall be:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	*Employee's Birthday
November 11	Third Monday in February

Due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays. Any employee who is required to work on any of the above named holidays shall receive pay for such work at the rate of time and one-half (1 1/2) the employee's regular rate. When an

employee has entitlement to a lieu day off, compensating time off may, by request in writing and by mutual agreement between an employee and his Department Head, be granted. Reply to such request shall be submitted to the employee prior to posting of the applicable work schedule.

If no request is made in writing, the employee shall receive a day off with pay within thirty (30) days of the said holiday or in default thereof, shall receive one extra day's pay at straight time.

If, during the life of this Agreement the Federal or Provincial Governments declare by statute or proclamation an additional holiday, the said holiday will replace the 3rd Monday in February in the Article in the existing Agreement dealing with the Paid Holidays.

20.02 In general, employees will alternate with each other in being absent from work on holidays; for instance, an employee having Christmas Day off may not be allowed off on New Year's Day.

20.03 Employees' preferences will be carefully considered before posting of schedule, provided there is no delay in stating the preference.

20.04 To qualify for consideration as above, an employee must work his or her full regularly required shift immediately preceding and his or her full regularly required shift immediately succeeding the holiday. An employee who is absent on a paid holiday, after being posted to work forfeits all pay for that day.

20.05 If any of the above named holidays occurs on an employee's regular day off, or during his vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Head of the Department.

20.06 To qualify for holiday pay, all employees must have worked the full regularly required shift immediately preceding and the full regularly required shift immediately succeeding the holiday, but pay for holidays which fall within the probationary period of any employee shall not be payable until after the probationary period of service, referred to elsewhere in this Agreement, has been completed, in which event it shall be paid retroactively to such employee. In the event an employee is prevented from working the said shift immediately preceding and succeeding the holiday by reason of legitimate illness, lasting more than five (5) full working days, such employee shall qualify for consideration as above.

It being further understood and agreed that no employee shall receive holiday pay by this means for more than one paid holiday during any year of the Agreement.

20.07 *The employee may celebrate the birthday with a day off by mutual agreement with the manager, at any time within five (5) days either side of the actual date or on the actual date itself.

20.08 Paid Holiday Pay

The day, measured on a midnight to midnight basis, during which the majority of the hours of a shift are worked, shall determine the calendar day to which that shift belongs.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Vacations with pay will be granted in accordance with the following: Vacation periods, calculation of pay, continuous service and pay distributions will be based on a vacation fiscal year. The fiscal year will be from July 1st to June 30th.

Employees who have less than six (6) months of continuous service at June 30th in any year shall receive vacation pay equivalent to 4% of their salary during the period of their employ.

Registered Nursing Assistants who have completed one year or more of continuous service by June 30th of any year shall receive an annual vacation of three weeks with pay at their current pay rate.

An employee who has completed less than one (1) year of continuous service as of June 30th of any year shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of June 30th of any year shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of June 30th of any year shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of June 30th of any year shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fifteen (15) or more years of continuous service as of June 30th of any year shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-five (25) or more years of continuous service as of June 30th of any year shall be entitled to six (6) weeks annual vacation with pay.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay **times** their normal weekly hours of work, subject to the application of the Effect of Absence provision.

All normal deductions made from an employee's pay will **be** made from the vacation pay.

Vacation may not be accumulated from one year to the next.

Scheduling of Vacations:

- (a) All vacation periods will be arranged with an employee's department head with consideration being given to the employee's wishes on a seniority basis and to the needs of the department.
- (b) Vacation preference will be submitted by the employee to his Department Head in writing by March 15th. The Department Head will post the vacation schedule by April 15th. If no preferences are submitted by an employee by March 15th his vacation period will be allotted by the Department Head on the basis of departmental convenience only.

An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his date of separation.

21.02 Approved Leave of Absence During Vacation

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

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

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

ARTICLE 22 - HEALTH AND **INSURED** BENEFITS

22.01 Insured Benefits

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

- (a) The Hospital agrees to pay one hundred per cent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to pay seventy-five per cent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care Benefits or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

Existing provision for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of 90 eight-hour shifts in any calendar year.

- (c) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital. under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

22.02 Change of-Carrier

The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

22.03 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the employee's wages for the day of accident.

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,

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

24.01.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

24.01.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

24.01.03 Effective February 28, 1982 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plans shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- (a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,
- (b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
- (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

24.01.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any

portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

24.01.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under **HOODIP** for the first two days of the fourth and subsequent period of absence in any calendar year.

24.01.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.01.07 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

24.01.08 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he is legitimately ill, and will be granted on the following basis:

- (a) The employee may be required to produce proof of sickness for any absence, in the form of a medical certificate, and in all cases of sickness of more than five (5) working days a medical certificate is compulsory before returning to work.
- (b) In order to qualify for sick leave an employee must notify his superior or, in his absence, the switch-board operator, as soon as possible and at least one hour prior to the beginning of the employee's shift. The Employer reserves the right to require proof of illness by medical certificate or such other form of proof as the Employer may require before payment of sick leave is granted.

24.01.09 Cash Out

Employees with more than five (5) years but less than ten (10) years of service who terminate their service for any reason will be permitted to cash out 25% of their sick leave accumulated credits.

Employees with more than ten (10) years of service who terminate their service for any reason will be permitted to cash out 50% of their sick leave accumulated credits to a maximum of thirty (30) days.

Employees who retire under any of the terms of the Hospital of Ontario Pension Plan will be able to cash out 50% of their sick leave accumulated credits.

24.01.10 Time off for sicknsss is deemed to be leave of absence and, if not properly notified under 24.07, is absent without leave under Article 9.04(e).

24.01.11 Sick time is paid according to the Allowance in this Agreement under 24.01.

24.01.12 On the day before a leave of absence due to sickness in excess of three days expires, the employee must either apply for further leave of absence or inform the Department Head that he will return to work on an agreed date. If an employee returns to work after such a sick leave without giving 24 hours notice of ability to return to work, his commencing shift may be delayed 24 hours.

24.01.13 If the employee does not apply for leave of absence, or for an extension of leave of absence for sickness and fails to return to work on the agreed date, he will be deemed to have resigned under 9.04.

24.02 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maixmun of fifteen (15) weeks.

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

year's service for every two (2) 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 in the Collective Agreement.

25.02 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the Bargaining Unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one (1) step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted.)

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 classification.
- (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 arbitrators as the case may be) shall be based on the relationship established by comparison with the rates of 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

During the lifetime of this Agreement the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.

The Employer agrees that wages shall be paid by cheque on the regular pay day every two weeks except when interfered with by the occurrence of a statutory holiday or civic holiday. In this case, the regular pay day shall be advanced one day. The bi-weekly pay shall be computed by multiplying the monthly rate by twelve and dividing by twenty-six.

Employees will be paid during working hours and usually during the last shift worked on the regular pay day.

25.06 Transfer to Lower Paid Classification

When an employee transfers to a lower paid job he shall receive the wage rate in the salary range for the new job which is immediately below the rate which he was receiving prior to his transfer, provided that if he was receiving prior to his transfer the maximum rate in the salary range he shall receive the maximum rate of the salary range of the new job, and he shall progress within the new salary range in accordance with his length of service in the new job.

ARTICLE 26 - RELATIONSHIP

26.01 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the

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" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this agreement as being subjects Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

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

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

26.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the **Administator** or his designate.

ARTICLE **27** - BULLETIN BOARDS

27.01 The Employer will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of the Union activity. All such notices must be signed by the proper officer of the Local Union and be submitted to the Administrator, or his **authorized** representative, for approval before being posted.

Keys to the board are to be in the custody of the Administrator or his delegate.

ARTICLE **28** - PRINTING COLLECTIVE AGREEMENT

28.01 The Hospital agrees to pay one-half (1/2) the cost of printing the Collective Agreement provided the style and quantity are mutually agreed.

ARTICLE 29 - ACCESS TO PERSONAL FILES



29.01(a) Each employee may, upon request to their immediate supervisor, have access during regular business hours to their personal files, maintained in the Human Resources Department for the purpose of reviewing any evaluations or written disciplinary notations contained therein, in the presence of their immediate Supervisor. The Union Steward may be present if the employee so requests.

(b) Any letter of reprimand will be removed from the employee's record twenty-four (24) months following the receipt of such letter, provided that the employee's record has been discipline free for such twenty-four (24) month period.

ARTICLE 30 - DURATION

30.01 This Agreement shall remain in full force and effect until the 10th day of October, 1991, and shall continue in full force from year to year thereafter unless in any year within the ninety (90) days before the date of its termination either party shall furnish the other with notice of termination or of proposed revision of this Agreement.

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" means those matters which have been determined by **mutual** agreement between the Central Negotiating **Committees** respectively representing each of the parties to this agreement as being subjects for local bargaining **directly** between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by **mutual** agreement between the Central Negotiating Committees referred to above.

IN WITNESS WHEREOF the parties of the First Part has hereby affixed its corporate seal under the hands of its proper officers, and the party of the Second Part has caused its proper officers to affix their signatures on the 26 day of May 1992.

COLLINGWOOD GENERAL AND MARINE HOSPITAL

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

Em M.

Barbara Sporne

J.P.
W. Atkinson

BS/JC

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 EMPLOYER

FOR THE UNION

- - - . & a - _____

Barbara Spooner
J.R.
M. Atkinson

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 *Calgary* this *26* day of *May* 19*82*.

FOR THE EMPLOYER

FOR THE UNION

Em Ross

Barbara Spooner
Jay P.
M. Atkinson

SCHEDULE "A"

Classification	Effective	
	Oct. 11/89	Oct. 11/90
	Hourly	Hourly
Laundry, Dietary Aides		
Start	11.951	12.788
1 year	12.096	12.943
2 years	12.239	13.096
Cleaner, Dishwasher, Housekeeping Aide		
Start	12.662	13.548
1 year	12.807	13.703
2 years	12.949	13.855
Senior Aide & Sewer		
Start	12.079	12.925
1 year	12.221	13.076
2 years	12.367	13.233
Technical Aide		
Start	12.162	13.013
1 year	12.308	13.170
2 years	12.451	13.323
Materials Management Technician III		
Start	12.702	13.591
1 year	12.848	13.747
2 years	12.991	13.900
Materials Management Technician II		
Start	12.810	13.707
1 year	12.956	13.863
2 years	13.099	14.016
Materials Management Technician I		
Start	12.918	13.822
1 year	13.064	13.978
2 year	13.207	14.131
Laundry Washer		
Start	12.729	13.620
1 year	12.875	13.776
2 years	13.018	13.929
Presser		
Start	12.037	12.880
1 year	12.179	13.032
2 years	12.324	13.187

Stores		
Start	12.781	13.676
1 year	12.925	13.830
2 years	13.069	13.984
Storekeeper		
Start	13.213	14.138
1 year	13.366	14.302
2 years	13.503	14.448
R.N.A.		
Start	13.446	14.387
1 year	13.554	14.503
2 years	13.716	14.676
Cook I		
Start	13.205	14.129
1 year	13.339	14.273
2 years	13.496	14.441
Cook II		
Start	12.949	13.855
1 year	13.094	14.011
2 years	13.239	14.166
Cook III		
Start	12.559	13.438
1 year	12.704	13.593
2 years	12.850	13.750
Maintenance I		
Start	15.635	17.264
6 months	15.945	17.596
Maintenance II		
Start	14.595	15.884
1 year	14.694	15.990
2 years	14.795	16.098
3 years	14.904	16.215
Maintenance III		
Start	14.100	15.087
1 year	14.198	15.192
2 years	14.298	15.299
3 years	14.408	15.417
Outdoor Handyman		
Start	13.739	14.701
1 year	13.818	14.785
2 years	13.930	14.905
3 years	14.040	15.023

For movement on the increment levels part-time shall follow:

(862.5 hours = 6 months) only applies to Maintenance I
1725 hours = 1 year
3450 hours = 2 years
5175 hours = 3 years

ADDENDUM TO AGREEMENT COVERING
PART-TIME BARGAINING UNIT

BETWEEN:

COLLINGWOOD GENERAL AND
MARINE HOSPITAL

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

WHEREAS there existed a Collective Agreement dated the 4th day of February 1971, which covered Part-time employees and ran to the 31st day of January 1972.

AND WHEREAS that Agreement will now be replaced by this Addendum;

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the Full-time Bargaining Unit Collective Agreement attached to this Addendum will apply to the Part Time unit, save and except as modified by this Addendum in the following manner.

1 - SCOPE AND RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Collingwood, Ontario, who are regularly scheduled for specified hours per week but which regularly scheduled hours do not exceed twenty-four (24) hours per week, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacist, graduate dietitians, student dietitians, technical personnel, managers, foremen, persons above the rank of supervisor or foremen, office staff, students employed during the school vacation period, and casual employees who are not regularly scheduled.

It is understood and agreed that employees covered by this Agreement must work their assigned hours unless prevented by illness or other justifiable cause or unless absent with permission of the Employer.

2 - UNION SECURITY

(a) 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.

(b) Interview Period

The Employer agrees that a Union representative shall be given the opportunity of interviewing every employee, who is not a member of the Union, once during the second calendar month of employment, for the purpose of informing such employee of the existence of the Union in the Hospital. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed ten minutes.

A representative of the Hospital administration may be present at such interview. The interview shall take place on the Employer's premises in a room designated by the Employer, and the employees shall report to this room for interview during the interview period.

3 - SENIORITY

Seniority means the relative ranking of employees as determined by their respective lengths of accumulated service since their last date of hire with the Employer. It is understood that seniority accumulation for part-time employees shall be based on hours worked.

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:

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

4 - MATERNITY LEAVE

- (a) "Parent" includes a person with whom a child is placed for Adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

A pregnant employee who started employment with her Employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

The employee must give the Employer at least two weeks written notice of the date the leave is begin: and (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

- (b) An employee on leave as set out above who is in receipt of Unemployment Insurance maternity 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 hourly rate on her last day worked prior to the

commencement of the leave times her normal weekly hours.

Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

The employee must give the Employer at least two weeks written notice of the date the leave is to begin.

(g) An employee who has given written notice to begin pregnancy leave or parental leave may change the notice;

(a) to an earlier date if the employee gives the Employer at least two weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Employer at least two weeks written notice before the date the leave was to begin.

(h) An employee who has given notice to end leave may change the notice,

(a) to an earlier date if the employee gives the Employer at least four weeks written notice before the earlier date: or

(b) to a later date if the employee gives the Employer at least four weeks written notice before the date leave was to end.

(i) (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, dental plans and any other types of benefit plans that are prescribed.

(3) During an employee pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for any plan described in

subsection (2) unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

(4) Seniority continues to accrue during pregnancy leave or parental leave.

(j) (1) The Employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

(2) If the Employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the Employer's seniority system or practice, if any.

(3) The Employer shall pay a reinstated employee wages that are at least equal to the greater of;

(a) the wages the employee was most recently paid by the Employer; or

(b) the wages that the employee would be earning had the employee worked throughout the leave.

An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

(k) Effective on confirmation by the unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to January 10, 1989, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five 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 adoption benefits, and shall continue while the employee is in receipt of such

benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

6 - HOURS OF WORK AND OVERTIME

The Hours of Work and Overtime shall be as set out in Article 16 of the full time Agreement, of which this Addendum is a part.

7 - UNIFORMS

Uniforms, if required by the Employer to be worn, will be chosen, maintained, and paid for by the Employer, and will remain the property of the Employer. This does not apply to R.N.A.'s.

8 - HOLIDAYS

Holidays for part-time employees shall be recognized on the following basis:

(a) If a part-time employee is required to work on any of the holidays listed in No.8(b) hereof the employee shall be paid at the rate of time and one half (1 1/2) her regular straight ~~time~~ hourly rate for all hours worked on such holiday.

(b) There shall be 12 recognized holidays:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Labour Day	Thanksgiving Day
Christmas Day	November 11
Employee's Birthday	Civic Holiday
Boxing Day	3rd Monday in February

If an employee works on one of the above noted holidays they shall receive time and one-half their hourly rate for all hours worked.

9 - VACATIONS WITH PAY

It is mutually agreed that employees other than R.N.A.'s with less than 3450 hours of work by June 30th, in any year, shall receive vacation with pay equalling four percent (4%) of their total earnings for the vacation year of July 1 to June 30.

R.N.A.'s with less than 1725 hours by June 30 in any year, shall receive four percent (4%) of their total earnings for the vacation year of July 1 to June 30.

Employees other than R.N.A.'s with 3450 hours by June 30th, in any year, but less than 8625 hours shall receive vacation with pay equalling six percent (6%) of their total earnings for the vacation year of July 1 to June 30.

R.N.A.'s with 1725 hours, but less than 8625 hours by June 30 in any year, shall receive vacation with pay equalling six percent (6%) of their total earnings for the vacation year of July 1 to June 30.

Employees with more than 8625 hours but less than 25875 hours in any year by June 30, shall receive eight percent (8%) of their total earnings for the vacation, of July 1 to June 30.

An employee who has completed 25,875 hours of continuous service or more as of June 30 in any year shall receive 10% of gross earnings.

An employee who has completed 43,125 hours of continuous service or more as of June 30th in any year 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.

10 - BENEFITS FOR PART-TIME EMPLOYEES

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

The above 14% is to be paid in addition to any vacation pay and coincident with their vacation pay.

11 - WAGES

During the lifetime of this Agreement the Employer agrees to pay, and the Union agrees to accept on behalf of the part-time bargaining unit, the scale of wages as set out in this Addendum as Schedule "A" which is hereby made a part of the full-time agreement.

Employees shall progress on such wage grid on the basis of 1725 hours worked equals one (1) year of service.

12 - PROGRESSION ON THE WAGE GRID

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.

MEMORANDUM OF UNDERSTANDING

Re: Part-time Access to Pension Plan

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

Pursuant to the McLaren interest arbitration award dated January 10, 1989, every part-time employee is to have access to the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions of the Plan. The Central Negotiating Committees shall negotiate the terms of access for part-time employees to the Hospitals of Ontario Pension Plan (HOOPP).

If the parties are unable to resolve the terms of access, the matter shall be submitted to the Central Interest Arbitration Board chaired by Profesor McLaren, in accordance with the terms of the award dated January 10, 1989, for the purpose of resolving the terms of access. The Board of Arbitration will remain seized of this matter for the term of the collective agreement.

At such time as the terms of access to the Hospitals of Ontario Pension Plan (HOOPP) have been resolved by the Central Negotiating Committees, or by the Arbitration Board chaired by Professor McLaren in the event that the Central Negotiating Committees are unable to resolve the issue, each Participating Hospital and Local Union will attach a Letter of Understanding to the collective agreement in the form agreed to by the Central Negotiating Committees which shall set out a provision establishing the access of part-time employees to the Hospitals of Ontario Pension Plan (HOOPP) and the terms of such access. The provision shall be deemed to be incorporated in the collective agreement and placement will be determined by the Central Negotiating Committees or by the Arbitration Board chaired by Professor McLaren.

Signed at *Collegium* this *26* day of *May* 19*92*.

FOR THE HOSPITAL

Em Coll.

FOR THE UNION

Barbara Spooner

Mr. Atkinson
