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No. OF EMPLOYEES	153
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FULL TIME  
COLLECTIVE AGREEMENT

between

HUMBER MEMORIAL HOSPITAL  
(hereinafter called the "hospital")

and

CUPE LOCAL 1080 (SERVICE)

Expires: September 28, 1989

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*[Handwritten signature]*

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CUPE SERVICE

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ARTICLE 1 - PREAMBLE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

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

ARTICLE 2 - DEFINITIONS

2.01 Non Applicable.

ARTICLE 3 - NO DISCRIMINATION

3.01 The union and its officials **and** members **shall** not use coercion or intimidation or discriminatory action in obtaining new members or in persuading any **employee** to participate in Union activities.

3.02 The Hospital shall not discriminate against any **employee** because of membership or non membership or activity in the Union.

3.03 The parties hereto agreed that there shall be no discrimination against any employee either in employment or Union membership because of **race, creed, colour, age, nationality, ancestry, place of origin or political affiliation, sex** or marital status, nor **by** reason of his place of residence.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY5.01 T4 Slips

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

5.02 Notification to Union

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

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the hospital as part of the orientation program.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES6.01 Union Activity on Premises and/or Access to Premises

The Union shall have the right to have the assistance of a national representative of the Canadian Union of Public Employees when dealing or negotiating with the Hospital. With prior approval of the Director of Personnel, such representative shall have access to the Hospital premises in order to investigate or assist in the settlement of a written grievance under this contract. Such approval shall not be unreasonably denied.

6.02 Labour-Management Committee Meeting

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

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

#### 6.03

##### Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. (The number of employees on the negotiating committee shall be determined by the existing collective agreement or, if currently not defined or currently in dispute, by local negotiations.) The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

#### 6.04

##### Union Central Bargaining Committee Leave

In future central bargaining between the Canadian Union of Public Employees and the participating hospitals, an

employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without **loss** of leave credits for attending central negotiating meetings with the 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, and in no case will more than one employee from a hospital be entitled to such payment.

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

#### 6.05

#### Pay for Grievance Committee or Stewards

The Union may appoint and the Hospital will recognize stewards for the purpose of assisting employees in the presentation of grievances. The Union will notify the Hospital in writing, of the names of the stewards and the names of those stewards comprising the Grievance Committee. The Union will keep such lists up to date and the Hospital advised accordingly. The employer shall not be required to recognize stewards unless so notified.

The appointment of, and recognition of stewards is conditional upon them being employees of the Hospital with full time duties to perform. Stewards may absent themselves from their regular duties for the purpose of investigating, presenting and negotiating grievances with management, but may only absent themselves from their regular duties with the permission of their immediate supervisor, such permission shall not be unreasonably denied, and must report back to their immediate supervisor when resuming their regular duties. Absence from regular duties in the hospital by stewards for the purpose of investigating, presenting and negotiating grievances will be paid for at the steward's regular straight hourly rate.

### ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

#### 7.01

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance **was** presented to him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing Settlement then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance committee within nine (9) calendar days of



The submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed **his** probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee, or
  - (b) reinstating the employee with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee(s).
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that **if such party fails** to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of **the** chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

#### ARTICLE 8 - ACCESS TO FILES

##### 8.01 Access to Personnel File

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

##### 8.02 Clearing of Record

No written notice of censure shall be maintained in an employee's file for more than twelve (12) months providing no similar offence was committed within this period.

## ARTICLE 9 - SENIORITY

### 9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### 9.02 Definition of Seniority

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

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

Seniority will operate on a bargaining unit wide basis.

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

### 9.03 Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;

- (d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for eighteen months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.

- 9.04
- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
  - (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotions, demotions, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.C.B. benefits or L.T.D. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9 5

Job Posting

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

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

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

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

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

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

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

The Hospital shall have the right to make a temporary appointment for 60 days until the position procedure has been complied with and arrangements have been made to permit the person elected to fill the vacancy within such five (5) day period.

It is agreed that the Hospital has the right to fill temporary vacancies as stated elsewhere in the contract. Without nullifying these provisions the Hospital shall consider the following principles:

- a) Temporary vacancies will not be posted except for maternity and adoption leave.
- b) Preference will be given to the senior employee providing he has the required skill and ability to fulfill the normal requirements of the position.
- c) The Union and the Hospital shall consult to make a decision at the end of sixty (60) days whether a temporary vacancy should be considered a regular vacancy. If the decision is to consider such a vacancy permanent, normal posting procedure shall be followed.

In cases of vacation, illness or approved leave of absence not exceeding six months, the entire length of such absence shall be considered as a temporary vacancy.

There shall be only one posting with respect to each vacancy.

The Hospital is not required to consider an employee who has been transferred as a result of this provision in the previous six months.

If a further opening in a job classification occurs within a period of 60 working days following the posting of a vacancy in the same job classification, posting of the vacancy as noted shall not be required.

The notice of vacancy shall contain the following: nature of position, required qualifications, ability and skills, the shift, and the salary classification.

Outside advertising for any vacancy may take place simultaneously to the job posting provided that present bargaining unit members will be given preference in accordance with following:

In cases of demotion where there is relatively small difference between the employee's qualifications, performance, ability and experience, seniority shall be the deciding factor, provided the employees in question have the necessary qualifications to perform the available work.

9.06 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to September 28, 1983:

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

Note: Employees outside the bargaining unit as of September 28, 1983, will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to September 28, 1983.

9.07 Transfer of Seniority and Service

-Non Applicable

9.08 Notice of Layoff

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

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



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

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

## 9.09

### Layoff and Recall

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

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

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

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

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

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

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

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

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

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

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

#### 9.10 Benefits on Layoff

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

## 9.1 Technological Change

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one or more years of continuous service who are subject to 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 above set forth and the requirements of the applicable law.

## ARTICLE 10 - CONTRACTING OUT

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

Article 11 - WORK OF THE BARGAINING UNIT11.01 Work of the Bargaining Unit

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

11.02 Volunteers

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

ARTICLE 12 - LEAVES OF ABSENCE12.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Director of Personnel or designate. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 Union Business

Leave of absence without pay shall be granted upon a written request, two weeks in advance, to the Director of Personnel to employees elected or appointed to represent the unit at Union conventions and seminars. Such leave shall be granted to not more than a total of two (2) employees at any one time, subject to the needs of any department affected. It is understood and agreed that the number of days granted under this clause shall aggregate no more than forty (40) days within any calendar year. The Union will be allowed a paid leave of absence and will reimburse the Hospital for the cost of this absence.

12.03

## Full-Time Position with the Union or Full-Time Public Office

## (a) Leave for OCHU President

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

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

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.04

Bereavement

An employee shall be granted up to three (3) days leave of absence without loss of pay for the purpose of making arrangements for and/or attending the funeral of a parent, step-parent, or person who takes the place of the natural parent, spouse, child, brother or sister of the employee, father-in-law or mother-in-law, legal guardian, grandchild or grandparent.

Pay for bereavement leave shall be based on time lost from regularly scheduled shifts which he would have otherwise worked, up to the maximum of three days from the period of date of death up to and including the date of the funeral.

If an employee is unable to attend the funeral for any reasons he shall be entitled to one day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.

1. 05

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

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

Maternity Leave (Applicable to Full Time Only)

01. Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.
02. The service requirement for eligibility for maternity leave shall be 10 months of continuous service.
03. The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
04. An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent **(75%)** of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits **for** a maximum period of fifteen **(15)** weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
05. The employee has the right to extend the maternity leave for six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two **(2)** weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two **(2)** weeks prior to the termination of the initially approved leave.

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

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

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

07. The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 03. or 05. above by written notification received by the Hospital at least two weeks in advance thereof.

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

## 12.07

### Adoption Leave

- (a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of **up** to three (3) months duration or such greater time as may be required **up** to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.



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

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

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

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

## 12.08

### Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses,

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

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY13.01 HOODIP

- a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the 1984 Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 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 the 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 months or more of service shall be deemed to have three months of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no **wages** and,
  - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out 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 days providing he subsequently achieve the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

(4) an employee who, as of the effective date of transfer, 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 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under WOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

NOTE: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan.

13.02 Injury Pay

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

ARTICLE 14 - HOURS OF WORK

14.01 Daily & Weekly Hours of Work

The standard work day for all employees shall be 7 1/2 hours exclusive of 1/2 hour unpaid meal break, and the standard work week shall be 37 1/2 hours. The meal period shall be an uninterrupted period except in cases of emergency.

14.02 Rest Periods

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

14.03 Additional Rest Periods

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

## ARTICLE 15 - PREMIUM PAYMENT

### 15.01 Definition of Regular Straight Time Rate of Pay

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

### 15.02 Definition of Overtime

Any time worked by an employee in addition to working seventy-five (75) hours in any one period, or seven and one-half (7 1/2) hours in any one day, shall be overtime. Overtime at one and one half (1/2) times the employee's basic straight time rate of pay shall be paid for all hours worked in excess of six (6) days until such time as the employee has been granted a day off. No employee will be laid off to compensate for authorized overtime worked by him.

### 15.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half the employee's straight-time hourly rate. (Note: this clause is subject to the application of superior conditions).

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

### 15.04 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

### 15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

### 15.06 Call-Back

An employee who is called back to work after having left the Hospital premises shall be guaranteed a minimum of three (3) hours work at one and one half times the straight-time hourly rate.

15.07 Standby

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

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

15.08 Temporary Transfer

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

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

15.09 Shift Premium

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

ARTICLE 16-HOLIDAYS16.01 Number of Holidays

Effective April 1, 1989, there shall be twelve (12) holidays and these holidays are set out in the local Appendix.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

10.02

Definition of Holiday Pay and Qualifiers

Holiday pay, for an employee working the standard hours per day, as set out in Article 14(insert the hours of work provision number), is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

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

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

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

16.03

Payment for Working a Holiday

An employee who is required to work on a designated holiday shall receive one and one half times his regular basic rate of pay for all time worked on the holiday and shall be granted a lieu day off with pay on a date mutually agreed upon with the supervisor who will attempt to schedule it consecutive with other days off.

16.04

Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

A. ICLE 17-VACATIONS

17.01 Full-Time Entitlement, Qualifiers and Calculation of Payment

Effective February 9, 1989, vacation entitlement shall be as follows:

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

An employee who has completed two (2) years but less than six (6) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed six (6) years but less than sixteen (16) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed sixteen (16) years or more of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

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

17.02 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

14.03 Illness 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 provisions will not be counted against the employee's vacation credits.

ARTICLE 18-HEALTH & WELFARE

18.01 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 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (c) the Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual).



- (d) The Hospital agrees to contribute 90% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (e) The Hospital agrees to contribute 50% 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.

**18.02**      Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programmes contracted for and in effect for employees covered herein.

**18.03**      Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrollment 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.

AA CLE 19-HEALTH & SAFETY19.01 Health & Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health & 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 programmes and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06

- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Footwear

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

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

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

ARTICLE 20-COMPENSATION

20.01 Job Classification

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

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

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

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

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

## 20.02

### Promotion to a Higher Classification

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

ARTICLE 21-DURATION

21.01

Term

Amend existing provisions to reflect that the agreements shall continue in effect until September 28, 1989.

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five (45) days prior to the termination date of this Agreement.

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

Dated at Wester, Ontario, this 1 day of Dec, 1989

FOR THE LOCAL UNION

FOR THE HOSPITAL

Jean B...

Jane Myers

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**LETTER OF INTENT**

The parties agree that:

- (a) voluntary service, rehabilitation, and work experience programmes;
- (b) the return to work following W.C.B. disability; and
- (c) the option of alternative employment during pregnancy for employees working with video display units

may be matters for discussion at Labour Management meetings.

The parties will meet, at the request of either management or the Union, within ninety (90) days of the signing of this Collective Agreement to discuss these matters.

APPENDIX-LOCAL ISSUES  
C.U.P.E. LOCAL 1080 (SERVICE)

ARTICLE A - MANAGEMENT RIGHTS

A:01 The Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
- (b) hire, retire, direct, classify, transfer, promote, demote, suspend, discharge, assign employees to shifts: to increase and decrease the working forces, provided that a claim that an employee has been discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the Hospital, patients and the public.

A:02 Management will not exercise its right in a manner inconsistent with the provisions if this agreement.

ARTICLE B - RECOGNITION

B:01 The Hospital requires the Union as the exclusive bargaining agent for all its employees at Weston, Ontario, save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, technical personnel, supervisors, persons above the rank of supervisor, operating engineers, maintenance personnel, office staff, persons regularly employed for not more that 24 hours per week, students employed during the school vacation, and persons covered by subsisting collective agreement.

ARTICLE C - DUES DEDUCTION AND REMITTANCE

- C:01 Each employee covered by this agreement with the bargaining unit shall authorize the Hospital in writing, on a form approved by the Hospital, to deduct from their wages an amount equal to the dues regularly assessed by the Union in accordance with its constitution and by-laws. The first deduction shall be made in the month next following the month in which the employee is hired.
- C:02 Deductions shall be forwarded to the Secretary Treasurer of the Union not later than the seventh day of the month following the month in which they were deducted.

ARTICLE D - SCHEDULING

- D:01 Regular, full time employees will be given preference for available work over part-time employees or vacation help.
- D:02 Subject to staffing requirements, the Hospital will endeavour to ensure that no employees will be required to work more than six (6) consecutive days.
- D:03 No split shifts will be scheduled by the employer.
- D:04 Working schedules will be posted two (2) weeks in advance of the date on which they became effective.
- D:05 The Hospital will provide that each employee has an average of one weekend off in three. The weekend defined as Saturday and Sunday.
- For employees regularly working on a rotating shift the weekend is defined as commencing the end of the day shift on Friday and ending with the beginning of the day shift on Monday.
- D:06 Whenever possible, the Hospital will endeavour to give 48 hours notice of shift change.
- D:07 Employees will be granted a minimum sixteen (16) hours off between shifts.
- D:08 An employee who is called into work with less than sixteen (16) hours off shall be paid at time and one half for all time worked within the sixteen (16) hour period.
- D:09 The employees covered by this agreement will be scheduled off work for not less than four consecutive days or five consecutive days where possible at either Christmas or New Year's season, except in cases where all holidays may be given as they fall.



The Union recognizes and agrees that the Hospital must be in a position to maintain adequate staffing in each department and/or unit at these times, in finalizing this particular scheduling.

- D:10 An employee who is required to work on his scheduled day off shall receive one and one half times his basic straight time rate of pay for all time so worked.
- D:11 On call duty so required in a department and/or unit shall be equally divided among those employees with the necessary knowledge, training, skill and ability to perform the required work.

#### ARTICLE E - DESIGNATED HOLIDAYS

- E:01 The following twelve (12) holidays will be recognized by the Hospital:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Employee's Birthday
Boxing Day	Float Holiday
Christmas Day	Float Holiday

- E:02 The Float Holidays, which are arranged by mutual agreement between the employee and his supervisor, are to be celebrated throughout the year. If an employee works on that day which has been mutually agreed as a holiday, the employee will be entitled to premium pay of one and one half times his regular basic rate of pay.

#### ARTICLE F - QUALIFIERS FOR HOLIDAYS

- F:01 In order to qualify for payment for these holidays, and employee must work his regularly scheduled shift immediately prior to and immediately following the holiday, except where he is absent from work on sick leave as confirmed by a medical certificate if required by the Hospital, or on an authorized leave of absence of not more than seven (7) calendar days.
- F:02 An employee who is scheduled to work on a holiday and who fails to work shall, unless excused by the Hospital, receive no payment for such holiday.
- F:03 An employee who qualified for holiday pay and who is absent on sick leave, shall not be entitled to receive sick leave pay in addition to his holiday pay.

ARTICLE G - BULLETIN BOARD

G:01 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Union matters. Notice of union meetings may be posted no earlier than five days prior to the date of the meeting and removed no later than the day after the meeting. All such notices must be signed by a member of the Union executive and submitted to the Director of Personnel prior to being posted.

ARTICLE H - COMMUNICATIONS WITH THE UNION

H:01 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Director of Personnel of the Hospital and the Secretary of the Union.

H:02 Upon presentation to the Hospital from the Union, of a signed release form by the employee, the Hospital will provide the union with the employee's home address.

H:03 A Union Steward going to another department to discuss union business must report to the Department Head of that department prior to discussion taking place.

H:04 A seniority list shall be maintained for all employees covered by this agreement who have completed their probationary period. A copy of the seniority list will be provided to the union upon request.

ARTICLE I - COLLECTIVE AGREEMENT DISTRIBUTION

I:01 A copy of this collective agreement shall be issued by the Hospital to each employee, after ratification of the agreement. The cost of preparing such copies shall be shared by the Hospital and the Union.

I:02 The Hospital shall acquaint new employees with the fact that there is a collective agreement in effect.

ARTICLE J - VACATIONS

J:01 The vacation year shall extend June 1st to May 31st. Only with written approval of the Department Head can a vacation be taken between December 15th and January 5th.

J:02 Vacations shall be scheduled in such a manner which recognizes seniority in each department and/or unit, and also in a manner which will provide an equitable system of rotation in the selection of vacation times. The Hospital must be in a position to maintain full and adequate services in each department and/or unit at all times in finalizing completed vacation lists.

- J:03 Vacation schedules shall be posted in each department and/or unit by May 1st of each year and they shall not be changed unless mutually agreed upon by the Hospital and the employee.
- J:04 Vacation times for employees who fail to indicate preferred times by April 15th of each year shall be assigned by the Department Head and/or Supervisor.
- J:05 Listing of vacation entitlement will be posted in each department and/or unit by February 15.
- J:06 Subject to the needs of the department affected, an employee entitled to three (3) or more weeks vacation may take his vacation at one time throughout the year. It is understood that each employee will only receive pay for that vacation entitlement which has been earned since the beginning of the corresponding vacation year. Employee may only take a maximum of three (3) consecutive weeks during prime time (June 15 to December 15).
- Employees with two (2) weeks vacation entitlement may separate this period in one (1) week segments, providing there are four (4) or more weeks between such periods.
- J:07 The Hospital will consider requests to permit carry-over the vacation entitlement from one (1) year to another.
- J:08 Vacation shall be scheduled to commence in accordance with the normal pay week. The Hospital shall endeavour to schedule the weekend prior to and following an employee's vacation as a weekend off, if requested by the employee.
- J:09 If a designated holiday falls within the employee's vacation period, that employee will be entitled to an extra day of vacation with pay. Such day shall either be added to the vacation period, or as mutually arranged with the employee's department and/or unit head.
- J:10 Except in cases of severance of employment, employees will not be paid cash in lieu of vacation times.
- J:11 For the purpose of calculating vacations and eligibility, the fiscal year shall be from June 1st of any year to May 31st of the following year.
- J:12 Employees may make requests to their Department Head to take vacation prior to May 31 in any year. Employees may only take vacation accumulated to date of their request.



The Hospital reserves the right to require an employee to provide proof of any sickness requiring absence by a medical certificate from a physician.

An employee who is granted a leave of absence because of illness or is absent due to work related illness or injury shall notify his supervisor on a basis as may be reasonably determined by the supervisor of his whereabouts and availability for work.

ARTICLE P - LIGHT DUTIES

P:01 An employee with ten (10) or more years seniority who is disabled and no longer capable of performing the normal requirements of his regular work, will be given any available light work at the rate of pay applicable to the said light work. This will be granted, if, in the opinion of the Director of the Employee Health Unit, the said employee is capable of performing such available light work.

ARTICLE Q - MEAL ALLOWANCE

Q:01 An employee who works a second consecutive full tour, shall be entitled to the normal rest periods and meal periods for the second tour, but shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Employees required to work, as overtime, a complete half (1/2) shift immediately following the employee's regular shift, will receive a meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal.

ARTICLE R - MILEAGE

R:01 When a registered nursing assistant is required to travel to the Hospital or to return to her home as a result of reporting on or off work between the hours of 2400-0600 hours, 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) 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 registered nursing assistant will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE S - RETROACTIVE PAY

S:01 The Hospital will provide each employee with a separate pay cheque for retroactive payments.

ARTICLE T - JOB DESCRIPTIONS

T:01 The Hospital will during the term of this agreement make existing job descriptions available to the Union, upon request.

DATED May 16 1989

DATED May 16, 1989

FOR THE UNION:

FOR THE HOSPITAL:

Jean Barrell  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jane Myers  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C.U.P.E. SERVICE SCHEDULE "A"

Sept. 29/87 6.00%  
 Sept. 29/88 5.00%

		<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Orderly/R.N.A.	September 29/86	1,817.63	1,839.23	1,860.84
	Hourly	11.19	11.32	11.45
	September 29/87	1,926.69	1,949.58	1,972.49
	Hourly	11.86	12.00	12.14
	September 29/88	2,023.02	2,047.06	2,071.11
	Hourly	12.45	12.60	12.75
Assistant Chef Baker	September 29/86	1,771.35	1,791.40	1,813.01
	Hourly	10.90	11.02	11.16
	September 29/87	1,877.63	1,898.88	1,921.79
	Hourly	11.55	11.69	11.83
	September 29/88	1,971.51	1,993.82	2,017.88
	Hourly	12.13	12.27	12.42
Cook I Pathology Attendant Stores Clerk	September 29/86	1,765.18	1,786.78	1,808.38
	Hourly	10.86	11.00	11.13
	September 29/87	1,871.09	1,893.99	1,916.88
	Hourly	11.51	11.66	11.80
	September 29/88	1,964.64	1,988.69	2,012.72
	Hourly	12.09	12.24	12.39
Porter Cleaner Lead Hand	September 29/86	1,732.78	1,754.39	1,775.99
	Hourly	10.66	10.80	10.93
	September 29/87	1,836.75	1,859.65	1,882.55
	Hourly	11.30	11.44	11.58
	September 29/88	1,928.59	1,952.63	1,976.68
	Hourly	11.87	12.02	12.16
Cook II Non RNA	September 29/86	1,641.76	1,663.36	1,688.05
	Hourly	10.10	10.24	10.39
	September 29/87	1,740.27	1,763.16	1,789.33
	Hourly	10.71	10.85	11.01
	September 29/88	1,827.28	1,851.32	1,878.80
	Hourly	11.24	11.39	11.56
Assistant Cook Seamstress	September 29/86	1,623.25	1,644.84	1,666.44
	Hourly	9.99	10.12	10.26
	September 29/87	1,720.65	1,743.53	1,766.43
	Hourly	10.59	10.73	10.87
	September 29/88	1,806.68	1,830.71	1,854.75
	Hourly	11.12	11.27	11.41
Side	September 29/86	1,601.64	1,623.24	1,644.84
	Hourly	9.86	9.99	10.12
	September 29/87	1,697.74	1,720.63	1,743.53
	Hourly	10.45	10.59	10.73
	September 29/88	1,782.63	1,806.66	1,830.71
	Hourly	10.97	11.12	11.27