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COLLECTIVE AGREEMENT

BETWEEN

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WINCHESTER DISTRICT MEMORIAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000

1st

FULL-TIME UNIT

(SERVICE)

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COLLECTIVE AGREEMENT

BETWEEN :

WINCHESTER DISTRICT MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

AND :

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000
(hereinafter referred to as the "Union")

FULL-TIME UNIT

(SERVICE)

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital and the employees concerned and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

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ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Union as the sole and exclusive bargaining agent of all employees engaged at the Winchester District Memorial Hospital, Winchester, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff, chief engineer, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons covered by any subsisting collective agreement.

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2.02 For the purpose of interpretation, wherever used herein, the masculine gender shall mean and include the feminine and vice versa and similarly the singular shall include the plural and vice versa as applicable.

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2.03 *302* "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

400 The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin.

3.02 Work of the Bargaining Unit

303 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.

3.03 *400* The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Hospital, except as specifically permitted by this Agreement or in writing by the Hospital.

3.04 Employee Interview

603 The Hospital agrees that an officer of the Union or a steward may interview newly hired employees as a group to discuss benefits, duties and responsibilities of Union membership, and further agrees to designate the time and place for such interview. Such interview shall take place on Hospital premises and shall not exceed fifteen (15) minutes in duration.

3.05 No Other Agreements

304 No member of the bargaining unit shall be required or permitted to make a written or verbal agreement with the Hospital or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 *500* There shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, R.S.O. 1970, c. 232, as amended.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - 201 (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, and the working establishment for the service;
 - (d) manage the operation of the Hospital. To determine the number of personnel required, methods, procedures and equipment required in the operation of the Hospital;
 - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

5.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY

6.01 Effective following the date of execution of this Agreement, the Hospital agrees to deduct monthly an amount equal to the current dues as indicated by the Local, from the regular pay of those employees who have completed their probationary period. Such deduction shall commence on the first full pay period after the probationary period: Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the following month, accompanied by a list of names of new and terminated employees.

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602 The Hospital further agrees to indicate the total amount of Union dues paid by each employee on the Income Tax (T-4) slip.

6.02 The Union shall hold the Hospital harmless with respect to all dues **so** deducted and remitted and 601 with respect to any liability which the Hospital might incur as a result of such deduction and remittance.

ARTICLE 7 - UNION REPRESENTATION

7.01 Stewards

803 In order to provide an orderly and speedy procedure for settling of grievances, the Hospital acknowledges the right of the Union to appoint or elect three (3) stewards whose duties shall be to assist any employee who the steward represents in preparing and in presenting his grievance in accordance with the grievance procedure as herein provided.

The Hospital will recognize the three (3) stewards from the following departments:

- Nursing - 1
- 805 Dietary - 1
- Housekeeping, Linen and Maintenance - 1

One of the above representatives will be designated by the Union to act as Chief Steward.

7.02 Grievance Committee

805 (a) The Hospital will recognize a Grievance Committee of three (3) employees to attend grievance meetings as provided hereunder. This Committee shall consist of two (2) employees from within the bargaining unit, and one (1) member of the Executive who is also an employee from within the bargaining unit.

804 (b) Stewards and committee members, in performing their functions under the grievance procedure, shall not suffer a **loss** in their regular earnings calculated at the straight time hourly rate for reasonable time lost from duty up to but not including arbitration.

7.03 It is understood that stewards of the Union have their regular work to perform on behalf of the Hospital. If it is necessary for a steward to service a grievance during his working hours, he shall not leave his work without first obtaining permission from his supervisor. If the grievor works under another supervisor, the steward must also obtain permission from the other supervisor. Such permission will not be unreasonably withheld. The steward and the employee concerned shall report again to the Immediate Supervisor at the time of their return to work.

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7.04 Negotiating Committee

- (a) The Union **may** designate a Negotiating Committee consisting of not more than three (3) employees.
- (b) A member of the said Negotiating Committee shall receive his regular rate of pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with the Hospital for the renewal of the Agreement to the point where the services of a conciliation officer are used.

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7.05 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:

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Two (2) representatives of each party 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. If mutually agreed, the parties may each add one (1) representative to any meeting of the Labour-Management Committee.

It is also 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.

7.06 The Union agrees to supply the Hospital, in writing, with the names of executives of the Union, the stewards, the currently authorized members of the committees as specified in Article 7, and of any changes thereto when they occur.

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7.07 All reference to officers, stewards, and committee members of the Union in this Agreement shall be deemed to mean officers, stewards and committee members of the duly chartered Local constituted or this bargaining unit, all of whom are employees of the Hospital.

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7.08 The Hospital or the Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees in negotiations, grievance meetings at the 3rd step, or meetings on other matters of mutual concern to the parties. The representatives of the Canadian Union of Public Employees will make prior verbal arrangements with the Administrator, or his delegate, to attend at meetings on the Hospital premises.

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7.09 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Hospital and the Secretary of Local 3000.

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7.10 Pay During Leave of Absence for Union Work or Conventions

An employee shall receive his/her normal earnings and the applicable benefits provided for in this Agreement for which he/she qualifies when the said employee is on an approved unpaid leave of absence for Union work or conventions. The Union will reimburse the Hospital for the full amount of said wages and cost of benefits for the affected employee during the period of absence. The maintaining of the coverage of benefits under this clause will be subject to the terms and conditions of the carrier of the benefit plan or plans.

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ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement.

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8.02 complaint

It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his Immediate Supervisor the opportunity of adjusting his complaint.

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If an employee has a complaint, he shall discuss it with his Immediate Supervisor within five (5) days after the circumstances giving rise to the complaint have originated or occurred. The employee shall have the right to have his steward present if the employee so desires.

If the Immediate Supervisor is unable to adjust the complaint to their mutual satisfaction within five (5) days, the employee may proceed with the grievance procedure within five (5) days following the Immediate Supervisor's decision.

8.03

Grievance Procedure

A grievance of an employee properly arising under this Agreement shall be adjusted and settled, as follows:

Step No. 1

The employee, with the assistance of a steward, if the employee so desires, may submit a written grievance, signed by him, to his Immediate Supervisor. The nature of the grievance and the remedy sought, shall be set out in the grievance.

The Immediate Supervisor will deliver his decision in writing, within three (3) days following the day on which the grievance was presented to him (or any longer period which may be mutually agreed upon). Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within five (5) days following the decision under Step No. 1, the employee, with the assistance of a steward, if the employee so desires, may submit the written grievance to the Department Head who will deliver his decision in writing within five (5) days from the day 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. Failing settlement, the next step in the grievance may be taken.

Step No. 3

Within five (5) days following the decision under Step No. 2, the committee referred to in Article 7.02 hereof may submit the written grievance to the Hospital Administrator (or his appointee) at which time the matter will be reviewed and a decision in writing of the Hospital will be given within ten (10) days following the date on which deliberations have commenced under Step 3, The parties shall at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. A representative of the Union may be present at the request of either the Hospital or the Union. It is understood that the Hospital Administrator or his appointee shall have such counsel and assistance as he may desire at any meeting with the Grievance Committee.

In the event the grievance is not settled and the party who filed the grievance is proceeding to arbitration as provided for in Article 9, the said party will identify the article or articles of the Agreement which are alleged to have been violated.

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Failing a settlement under Step No. 3 of any difference 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 difference may be taken to arbitration as provided for in Article 9. If either party desires to go to arbitration it will notify the other party within ten (10) days after the decision in Step No. 3 is given.

8.05

Time Limits

Any grievance not submitted within the time limits nor advanced by the grieving party within the time limits provided herein for each step of the grievance procedure shall be deemed to have been dropped.

Where no answer **is** given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure.

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Policy Grievance

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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 under Step No. 3. Failing settlement under Step No. 3 within ten (10) days, it may be submitted to arbitration in accordance with Article 8.04. (However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.) Any grievance by the Hospital or the Union as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.

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It is understood and agreed that the release or discharge of a probationary employee during the probationary period shall not be the subject of a grievance or arbitration.

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In the event of an employee who has attained seniority, that is, passed his probationary period, being discharged or suspended from his employment, and the employee claims he has been unjustly discharged or suspended, the matter may be treated as a grievance if a written statement of such grievance is lodged with the Hospital at Step No. 3 of the grievance procedure, Article 8.03, in the case of discharge, or Step No. 2 in the case of suspension, within seven (7) calendar days after the discharge or suspension is effected.

Such special grievances may be settled by:

- (a) Confirming the Hospital's action in discharging or suspending the employee;
- (b) reinstating the employee without loss of seniority and with full compensation for time lost: or
- (c) any other arrangement which is justified and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.09 No adjustment affected under the Grievance Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Hospital under the Grievance Procedure save and except for bookkeeping errors involving pay.

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8.10 Group Grievance

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Where two (2) or more employees have a common grievance, one (1) employee may be selected to present the grievance on behalf of the group therein, and the grievance may be submitted at Step No. 1 of the grievance procedure.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing by registered mail, addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within five (5) days thereafter, the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the parties involving arbitration procedure. The two (2) arbitrators so nominated 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 five (5) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

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9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, nor who has, within a period of six (6) months preceding the date of his appointment, been an employee or a member of the Hospital Board.

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

9.04 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.

- 9.05 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.
- 9.06 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman of the Arbitration Board.
- 1150 9.07 Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such cases, the parties shall endeavour to agree on the selection of an arbitrator.
- 9.08 The time limits fixed in the Grievance and Arbitration Procedures may be extended by mutual written consent of the parties to the Agreement.
- 9.09 Saturdays, Sundays and paid holidays as set out in Article 16 will not be counted in computing the time within which any action is to be taken or completed under the provisions of Articles 8 and 9.

ARTICLE 10 - SENIORITY AND JOB SECURITY

- 1303 (a) A new employee will be considered on probation until he has completed forty-five (45) 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 (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.
- 1303 (b) With the written consent of the Hospital, the employee and the President of the Local Union or his designate, such probationary period may be extended. The release or discharge of any employee during such extension shall not be the subject of a grievance or arbitration. Upon completion of the extended probationary period he shall be credited with seniority equal to the total number of days worked.

1303 (c) Thereafter his seniority shall be adjusted in accordance with the accrual of seniority as set out in this Agreement.

1504 (d) An employee who is hired on a temporary full-time basis will not accrue seniority. An employee whose status is changed from temporary to regular will be subject to the probationary period in (a) above starting from the date that he obtains a regular position. If successful the employee will be credited with seniority based on days worked since the date of last hire.

10.02 1302 A seniority list shall be established for all employees covered by this Agreement who have completed their probationary period. A copy of the seniority list will be filed with the Union after the execution of the Agreement and a revised list will be supplied annually in February thereafter. Such list will be posted and remain posted for a period of thirty (30) calendar days. If no challenge to the list is filed in writing to the Hospital within this period, the list shall be accepted by all employees as correct for all purposes.

10.03 Seniority rights and an employee's employment shall be deemed to have terminated if he:

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- (a) Leaves of his own accord;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) is laid off for a period of more than twelve (12) months;
 - (d) is absent from work without permission for three (3) consecutive working days unless a satisfactory reason is given by the employee;
 - (e) fails to return to work upon termination of an authorized leave of absence for purposes other than those for which the leave of absence was granted, unless prior approval has been obtained, or a satisfactory reason is given by the employee;
 - (f) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail to the last known address according to the records of the Hospital, unless a satisfactory explanation is given by the employee;

- 1304') is absent from work due to disability which absence continues more than twelve (12) months.
- 10.04 X { It shall be the duty of the employee to notify the Hospital and the Union promptly of any change in address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.
- 2312 { 10.05 An employee shall continue to accumulate seniority during any approved unpaid leave of absence not exceeding thirty (30) continuous calendar days. Should the leave of absence exceed thirty (30) continuous calendar days, he shall retain seniority attained to the date the absence began.
- 10.06 { In cases of promotion or transfer, (other than appointments to positions outside the scope of the bargaining unit) the following factors shall be considered:
- 1501 { (a) Ability, experience, efficiency and qualifications;
- (b) seniority.
- Where the factors in (a) are equal, seniority shall govern, providing the employee in question has the qualifications to perform the work available.
- 1502 { 10.07 In the case of all regular vacancies or new positions in the bargaining unit and not temporary vacancies, the Hospital will post such vacancies and new positions for a period of seven (7) days in order that interested employees may apply. The notice shall state the job classification and qualifications required to fill the job. The nature of the shift will be indicated where applicable.
- 1403 { 10.08 (a) A lay-off of employees shall be made on the basis of the seniority list provided that the employees who are entitled to remain on the basis of seniority, are capable and qualified to do the work which is available.
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- 1403 { Employees shall be recalled to positions in the reverse order of lay-off, provided that the employee is capable and qualified to perform the available work.

(b) In the event of a proposed lay-off at the Hospital of a permanent or long term nature, the Hospital will:

- (i) Provide the Local Union with no less than thirty (30) days notice of such lay-off: and
- (ii) meet with the Local Union through the Labour-Management Committee to review the following:
 - (1) The reasons causing the lay-off,
 - (2) the service which the Hospital will undertake after the lay-off;
 - (3) the method of implementation including the areas of cut back and the employees to be laid off.

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Grievances concerning lay-offs and recalls may be initiated at Step 3 of the Grievance Procedure.

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An employee may make a written request indicating his interest in working elsewhere in the Hospital and his application shall be considered as though it had been made at the time of posting when a regular vacancy occurs and has been posted. The request will be valid for a period of six (6) months.

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10.10

Transfer Outside Bargaining Unit

An employee shall not be transferred to a position outside of the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority that would be applicable to the employee in the event of a return to the bargaining unit. An employee so transferred can elect to return to her former classification provided the time period does not exceed a maximum of sixty (60) days worked from date of transfer.

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Temporary Transfer

A temporary vacancy in a job classification will be deemed to be temporary while the incumbent is absent due to a leave of absence which leave will not extend beyond a period of six (6) months or such longer period that may be agreed to by the parties to this Agreement.

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10.12 Trial Period

The successful applicant shall be placed in a new position or classification for a trial period of two (2) months. Conditional on the employee meeting the requirements of the job and subject to clause 10.11, he shall be deemed to have served his trial period in the new position or classification as applicable. In the event that during the trial period the applicant proves unsatisfactory or he is unable to perform the duties of the new position or classification, he shall be returned to his former position at his former wage rate and without loss of seniority. Any other employee promoted or transferred as a result of the initial promotion or transfer of the said applicant shall be returned to his former position and at his former wage rate and without loss of seniority. A newly hired employee, under these circumstances, will be subject to clause 10.08 of this Agreement.

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ARTICLE 11 - LEAVE OF ABSENCE

11.01 Written requests for a leave of absence without pay for legitimate personal reasons will be considered on an individual basis by the Hospital. Such requests are to be made through the Department Head at least two (2) weeks in advance and a written reply will be given within seven (7) days, except in cases of emergency.

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11.02 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.

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11.03 Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees, of fifteen (15) days during any calendar year, provided written notice of ten (10) days is given to the Hospital and such leave does not interfere with the continuance of efficient operations in the Hospital. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) employees shall be absent on such leave at the same time.

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11.04 If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, he will not accumulate service for purposes of vacation entitlement and sick leave benefits for the period of the absence. In addition, the *23* —employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence.

2312 In the case of unpaid approved absences in excess of thirty (30) continuous calendar days, an employee may arrange with the Hospital to prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

ARTICLE 12 - LEAVE OF ABSENCE - JURY AND WITNESS DUTY

12.01 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 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:

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

ARTICLE 13 - LEAVE OF ABSENCE - BEREAVEMENT

1307 13.01 An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off prior to and inclusive of the day of the funeral, with pay computed on the basis of the number of hours he would otherwise have worked. "Immediate family" means father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and legal guardian.

ARTICLE 14 - PREGNANCY LEAVE

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An employee who requests and qualifies for pregnancy leave shall be granted an unpaid leave of absence on the basis of the Employment Standards Act, 1975 and in accordance with the following provisions:

- (a) The service requirement for eligibility for pregnancy leave shall be twelve (12) months of continuous service;
- (b) The employee give notification prior to the commencement of the leave of the expected date of return;
- (c) Such leave of absence may be extended by the Hospital for a period up to six (6) months in total following the date the leave commenced. Written notice by the employee to extend the pregnancy 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;
- (d) When an employee decides to return to work after pregnancy leave, she shall provide the Hospital with at least two (2) weeks' notice. The employee shall be reinstated to her former position if available, or given a comparable position at not less than her wages when she began her leave of absence.

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It is understood that during any such pregnancy leave, credit for service or seniority for the purposes of salary increment, vacations, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. 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.

ARTICLE 15 - LEAVE OF ABSENCE - ADOPTION

15.01

- (a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee may 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 by the adoption agency concerned 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. Such request for adoption leave shall not be unreasonably withheld.
- (b) It is understood that during any such leave, credit for service or seniority for the purposes of salary increment, vacations, **sick** leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave 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 or she is participating for the period of the absence.
- (c) An employee returning from adoption leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position **is** not available.

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ARTICLE 16 - HOURS OF WORK

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The following provisions designating regular hours on a daily tour and regular daily tours shall not be construed to be a guarantee of the hours of work to be done on each tour or during each tour scheduled.

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(a) The normal daily tour shall be seven and one-half (7½) hours exclusive of an unpaid meal period.

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(b) There shall be a fifteen (15) minute paid rest period during each half of a seven and one-half (7½) hour tour.

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(c) The regular daily tours of duty, of an employee shall not exceed one hundred and fifty (150) hours over a four (4) week period.

16.02

(a) If an employee is authorized to work in excess of the hours worked in clauses (a) or (c) of Article 16.01, she shall receive overtime premium at one and one-half (1½) times her regular ~~straight time hourly rate.~~ Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.

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(b) Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee or exchange of shifts by two (2) employees.

(c) The Hospital will not revise the normal scheduled hours of an employee for the sole purpose of reducing the employee's hours of work so as to equalize any overtime worked by that employee.

16.03

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Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or 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.

16.04

Call Back - Full-Time Employees

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An employee who has left the Hospital premises and who is called in to work outside her regular scheduled hours shall be paid at time and one-half (1½) her regular straight time hourly rate of pay for all work performed with a minimum of three (3) hours pay at time and one-half (1½) her straight time rate provided she has completed her previous scheduled shift and except to the extent that this three (3) hour period overlaps and extends into her regular shift in which case she shall receive pay only for the hours actually worked prior to the commencement of her regular shift. This article does not apply to an employee on standby.

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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 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.

16.06

(a) Paid Rest Period

160² The Hospital agrees to grant a fifteen (15) minute rest period during each half shift at a time to be designated by the Immediate Supervisor.

(b) Additional Rest Period

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

16.07

Standby

180 An employee who is required to remain available for duty on standby, at any time outside the scheduled working hours for that particular employee, shall receive the amount of one dollar (\$1.00) per hour for each hour while on standby duty. If an employee is called in to work and works during the standby period the employee will be paid at the rate of time and one-half (1½) her regular straight time hourly rate for the time worked with a guaranteed minimum of four (4) hours straight time. Where the hours worked are continuous with the commencement of the employee's next shift, the guaranteed minimum shall not apply. An employee will not be entitled to receive the guaranteed minimum of four (4) hours more than twice in any eight (8) hour period.

16.08

Scheduling - Full-Time Employees

- 1603 (a) The Hospital shall ensure each employee at least every third weekend off.
- 1604 (b) Employees will not be required to work more than seven (7) consecutive days unless mutually agreed.
- 1607 (c) No split shifts.
- 1606 (d) Sixteen (16) hours off between the end of one shift and the commencement of the next shift.
- 1701 (e) Where an employee is required to work in excess of (a) and/or (b) above, except where it has been by mutual agreement, the excess time worked shall be paid at time and one-half (1½) the regular hourly rate.

1605 (f) Work schedules shall be posted at least two (2) weeks in advance and shall cover a four (4) week period. Changes in time schedules, if necessary, will be made as far in advance as possible and employees so affected by such change will be notified of the change by the Department Head or designate.

1608 (g) The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off.

1604 (h) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed otherwise.

1606 (i) If an employee is required to report on a second shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the sixteen (16) hour time allowed for shift change has expired.

16.09

Overtime on Weekend

A full-time employee will receive time and one-half (1½) her regular straight time hourly rate for all hours worked on a third and subsequent consecutive weekend save and except where:

1603

- (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
- (ii) such employee has requested weekend work, or
- (iii) such weekend is worked as the result of an exchange of shifts with another employee and which exchange has been approved by the Supervisor.

16.10

Daylight Saving Time

201 No employee will qualify for overtime premium as a result in the change of time from Eastern Standard Time to Daylight Saving Time and vice versa.

16.11

Shift Premium

1900

Effective the first pay period following ratification of the Memorandum of Settlement by the Union, an employee shall be paid a shift premium of **two dollars and ten cents** (\$2.10) for a complete evening or night shift of seven and one-half (7½) hours duration has been worked. An employee who works

1950 / other than the standard shift shall be paid at the rate of .28¢ per hour for each complete hour.

ARTICLE 17 - PAID HOLIDAYS

17.01 The following shall be recognized as holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Dominion Day | Christmas Day |
| Civic Holiday | Boxing Day |

2001

In addition to the above recognized holidays, during the term of this Agreement, each full-time employee who has completed her probationary period shall receive a paid "float" holiday.

2002

In the event Heritage Day or some other day is proclaimed as a statutory holiday, by the Government of the Province of Ontario, such holiday shall be substituted for the floating holiday.

2001

In the selection of the "float" holiday every consideration will be given to the wishes of the individual employee by his/her Department Head. The final decision will remain the prerogative of the Department Head which will not be exercised in a discriminatory manner.

17.02 The following ~~regulations~~ will govern the granting of holidays for employees:

2003

(a) Employees who are not required to work on the above holidays shall be given the day off with pay.

2005

(b) An employee required to work on any of the foregoing ten (10) designated holidays shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday.

2005

(c) If an employee qualifies under the provisions of (e) below he will receive a lieu day off at his regular straight time rate of pay, such day to be granted within thirty (30) days of the date on which the holiday was observed, to be taken on a day to be arranged between the employee and the Hospital.

- 2003*
(d) Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular straight time rate of pay.
- 2004*
(e) In order to qualify for payment for each holiday, the employee must have been in the employ of the Hospital for thirty (30) days. The employee must have worked his full scheduled shift immediately preceding and his full scheduled shift immediately following the holiday and work his shift on the holiday when scheduled to do so.
- 2004*
(f) Employees who are on a leave of absence without pay and which leave is in excess of twenty (20) days, shall not be entitled to receive payment for designated holidays that are observed during such leave of absence.
- 2004*
(g) When an employee is absent due to sickness or disability and the employee is entitled to sickness or disability pay and which absence is in excess of thirty (30) days, the employee will not be entitled to payment for designated holidays that are observed during such leave of absence.
- 2009*
(h) When a holiday falls within an employee's vacation period, and he qualifies for payment of the holiday, subject to (e) of this Article, it shall be added to his vacation period or scheduled at a mutually agreeable time.
- 2009*
(i) When a holiday falls on an employee's day off and he qualifies for payment of the holiday subject to (e) of this Article, he will be granted another day off at a mutually agreeable time.

ARTICLE 18 - VACATIONS

18.01

Full-time employees will earn vacation on the following basis:

2/10/18

- (a) Employees other than those defined in (b) below:
 - (i) Employees who have completed one (1) or more years of continuous service shall be entitled to an annual vacation of two (2) weeks with pay in the amount of four percent (4%) of gross earnings.

(i) Effective in 1980, employees who have completed four (4) or more years of continuous service shall be entitled to an annual vacation of three (3) weeks with pay in the amount of six percent (6%) of gross earnings.

Effective September 29, 1981, after three (3) or more years of continuous service.

(ii) Effective in 1980, employees who have completed twelve (12) or more years of continuous service shall be entitled to an annual vacation of four (4) weeks

(b) Registered Nursing Assistants on staff as of date of ratification:

Handwritten notes: a large '2' and '01' are written vertically on the left side of the page. A vertical line runs down the page, with the letters 'A', 'C', and 'F' written vertically along it.

(c) Effective in 1981 employees who have completed twenty (20) or more years of continuous service as of the date of determining vacation entitlement (anniversary date) shall be

18.03 The Hospital will adhere to its present policy, whereby the anniversary of the employee's date of employment becomes the deciding factor in the determination of the number of weeks of vacation to be received under this Article 18. This article is subject to Article 11.04.

2101

18.04 An employee shall submit his written request for vacation for the period January 1st to May 31st on or before November 1st of the previous year, and an employee shall submit his written request for vacation for the period June 1st to December 15th on or before April 1st of each year. The Hospital will schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital.

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18.05 Where a dispute arises between employees requesting the same vacation time and such requests cannot be accommodated by the Hospital, then seniority shall apply.

2102

18.06 Vacation schedules, once posted, will not be revised except by mutual agreement between the employee and the Hospital.

2102

18.07 Upon the employee's request in writing at least one (1) month prior to the end of the calendar year, the Hospital in its discretion may allow the employee to carry over to the next vacation year five (5) vacation days.

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18.08 Work During Vacation

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Should an employee who has commenced his scheduled vacation then 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 (1½) 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.

18.09 For the purpose of this Article 18, one (1) day shall mean seven and one-half (7½) hours and one (1) week shall mean the normal hours per week as per Article 16.01.

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18.10

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An employee upon termination of employment will be entitled to receive payment of any vacation pay earned. In determining the amount of pay, earned the applicable clause of 18.01 (a)(i), (ii), (iii), (b) (i), (ii) and (c) will be applied.

ARTICLE 19 - EARNED BENEFITS (FULL-TIME EMPLOYEES)

19.01

Sick Leave (HOODIP) - Hospitals of Ontario Disability Income Plan

Such leave for employees shall be granted in accordance with the terms and conditions of the Hospitals of Ontario Disability Income Plan.

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- (b) The Hospital agrees to contribute fifty percent (50%) of the billed premium.
- (c) Newly hired employees will, as a condition of employment, join the plan in accordance with its terms and conditions.
- (d) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days certifying that he/she was unable to carry out his/her duties due to illness.

19.02

Ontario Health Insurance Plan

2501

The Hospital agrees to contribute seventy-five percent (75%) of the billed premium under the Ontario Health Insurance Plan for each full-time eligible employee in the active employ of the Hospital, effective the first day of the month following thirty (30) calendar days of employment. Effective the first billing date following notice of ratification of the Memorandum of Settlement by the Union, the Hospital will pay one hundred percent (100%) of the billed premium.

19.03

Hospitals of Ontario Group Life Insurance Plan (HOOGLIP)

2506

The Hospital agrees to contribute seventy-five percent (75%) of the billed premium under the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) for each full-time eligible employee in the active employ of the Hospital, subject to the terms and conditions of such plan. It is understood that participation in the plan is compulsory for each employee after three (3) months of continuous service with the Hospital. Effective the first billing date following notice of ratification of the Memorandum of Settlement by the Union, the Hospital will contribute ninety percent (90%) of the billed premium.

19.04 Benefits on Lay-Off

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

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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 (3) 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.

19.05 Hospitals of Ontario Pension Plan

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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 the terms and conditions.

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It is understood that the Hospital may at any time substitute another carrier for any plan (other than D.H.I.P.) 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 programs contracted for and in effect for employees covered herein.

19.07 Blue Cross Extended Health Plan

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Effective the first premium date following notice of ratification of the Memorandum of Settlement and subject to obtaining the enrollment of fifty-five percent (55%) of the eligible employees, the Hospital will implement an Extended Health Care Plan. The Hospital shall contribute seventy-five percent (75%) of the premium for the Blue Cross \$10.00 - \$20.00 deductible plan, the balance of the premium being paid by participating employees through payroll deduction.

19.08 Semi-Private Coverage

2502

Effective for the month following the receipt of written notice of ratification, the Hospital agrees to contribute fifty percent (50%) of the billed premium for the Blue Cross Semi-Private Plan for each full-time eligible employee in the employ of the Hospital. An employee will be enrolled in the plan effective the first day of the month following completion of thirty (30) days of employment.

This provision is subject to meeting appropriate enrollment requirements.

19.09 Dental Plan

2505

(a) Effective the first of the month following satisfaction of enrollment requirements and subject to the requirements of the carrier, full-time eligible employees in the bargaining unit who have so elected, shall be entitled to participate in the Group Dental Plan (Blue Cross #7, based on the current D.D.A. fee

(a) Cont'd - Dental Plan

schedule 2s the schedule is amended during the life of the agreement), subject to the terms and conditions of the Plan;

(b) The Hospital shall contribute fifty percent (50%) of the billed premium towards coverage of the eligible participating employees under the plan in the employ of the Hospital and such employees shall pay the remaining premium through payroll deductions.

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Effective September 29, 1981, the dental plan coverage will be Blue Cross Dental Plan #9.

ARTICLE 20 - WAGES - JOB DESCRIPTIONS - TEMPORARY TRANSFERS

20.01

2404

(a) The wage rates shall be as set forth in Schedule "A" attached to and forming part of this Agreement

(b) The Hospital shall pay salaries and wages bi-weekly. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay deductions.

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20.02

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Each employee will be advanced from his present level to the next level as set out in the salary grid in Schedule "A", twelve (12) months after he has last advanced (hereinafter called his review date). If an employee's absence without pay from the Hospital exceeds thirty (30) consecutive calendar days or thirty (30) accumulative working days during such twelve (12) month period, his service review date will be extended by the length of such absence.

20.03

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

20.04

Job Reclassification

2409

When a new classification (which is covered by the terms of this Collective Agreement), is established by the Employer, the Employer 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 Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after

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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 to the Employer. 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

20.05

Temporary Transfer

2402

(a) 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 in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where the 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 two dollars and fifty cents (\$2.50) for each shift from the time of the assignment.

(b) When an employee is assigned temporarily to perform the duties of a lower paying classification he/she will be paid at his/her normal rate of pay during such temporary assignment.

20.06

Employees will be informed as to their current job descriptions and revisions, if any, when they are updated.

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ARTICLE 21 - TECHNOLOGICAL CHANGES

21.01

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.

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

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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 22 - BULLETIN BOARD

22.01 The Hospital may allow the Union to post notices pertaining to items of interest to bargaining unit members on the bulletin board, provided that such notices are approved by the signature of the President of the Local and the Administrator of the Hospital or their designates.

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ARTICLE 23 - SAFETY

23.01 Accident Prevention - Health and Safety Committee

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- .01 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.
- .02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- .03 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.
- .04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- .05 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.

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.06 Any representative appointed or selected in accordance with .02 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 and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 24 - INJURY PAY

24.01 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.

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ARTICLE 25 - UNIFORMS

25.01 The Hospital agrees to continue its present practice of supplying and laundering uniforms for employees.

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ARTICLE 26 - CONTRACTING OUT

26.01 The Hospital will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Hospital's requirements for the contracting out of services.

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ARTICLE 27 - GENERAL

27.01 Access to Personnel File

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An employee, upon request in writing and which request must be submitted to his/her Department Head will be permitted to review his/her personnel 'file once in each calendar year. The written request must include the reason(s) for the review and the desired date for the review. The employee shall have the right to respond in writing to any document contained therein.

27.02 Copies of Agreement

2908

The Hospital will be responsible for the preparation of the Collective Agreement in printed form and the cost of same will be shared by the parties to the Agreement on a fifty-fifty basis.

27.03 Accommodation

2902

The Hospital will continue its present practice of providing accommodation for employees to have their meals and also to change and store their wearing apparel.



28th, 1982 and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of its desire to terminate or amend the Agreement. Such notice shall be by registered mail and written ninety (90) days prior to the expiry of the Agreement.

28.02

3000

Either party may, within the period of ninety

28.03

If either party gives to the other notice in accordance with the provision of 28.02 the parties shall meet within fifteen (15) days from the giving of such notice, or within such further period as the parties agree upon, and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

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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.

ARTICLE 29 - RETROACTIVITY

29.01

Wage Schedules under the Collective Agreement shall be applicable to all full-time employees who are on the active payroll of the Hospital on the date of ratification and paid retroactively to June 4th, 1979 on the straight time payment for all hours paid by the Hospital between such dates. Employees in the active employ of the Hospital on June 4th, 1979 who are no longer employed, shall be entitled to receive any retroactive payment based on straight time payment for all hours paid from June 4th, 1979 and the date of their lay-off or retirement.

The Hospital will notify those employees who are no longer employed, of their entitlement to retroactive pay. The notice will be sent by-registered mail to the last known address of the-employee in the Hospital records.

The employee will have thirty (30) days from the date of mailing to claim in writing or in person his retroactive payment. Failing to apply within the time limits will relieve the Hospital of any obligation to pay retroactive payment and any individual claim will be deemed to have been abandoned.

A copy of the notices will be provided to the Union.

The said notices will be mailed within one (1) week of the signing of the Collective Agreement.

Signed at Winchester', Ontario this 24th day of September 1981.

FOR THE HOSPITAL

G. Kortous

A. Stel

Hokeman

FOR THE UNION

Loisne Kirkwood

Beatrice Warren

J. Beattie

SCHEDULE "A"

WAGES

(Monthly Based on 162.5 Hours)

<u>Classification</u>	<u>Effective Date</u>	<u>Start</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>	<u>After 4 Yrs.</u>
Registered Nursing Assistant, Orderly <i>1640 1280</i>	June 4/79	955	976	997	1018	
	April 7/80	1015	1038	1061	1084	
	June 30/80	1056	1080	1104	1128	
	Oct. 1/80	1162	1186	1210	1234	
	June 1/81	1186	1210	1234	1258	
	Oct. 1/81	1282	1306	1330	1354	
	June 1/82	1339	1363	1387	1411	
Nursing Assistant - 2 <i>1211</i>	June 4/79	827	843	859	875	
	April 7/80	896	913	930	947	
	June 30/80	930	947	964	981	
	Oct. 1/80	1036	1053	1070	1087	
	June 1/81	1060	1077	1094	1111	
	Oct. 1/81	1156	1173	1190	1207	
	June 1/82	1213	1230	1247	1264	
Nursing Assistant - 1 <i>1210</i>	June 4/79	795	811	827	843	
	April 7/80	870	887	904	921	
	June 30/80	902	919	936	953	
	Oct. 1/80	1008	1025	1042	1059	
	June 1/81	1032	1049	1066	1083	
	Oct. 1/81	1128	1145	1162	1179	
	June 1/82	1185	1202	1219	1236	
Cook - 2 <i>511</i>	June 4/79	880	896	912		
	April 7/80	970	987	1004		
	June 30/80	1003	1020	1037		
	Oct. 1/80	1109	1126	1143		
	June 1/81	1133	1150	1167		
	Oct. 1/81	1229	1246	1263		
	June 1/82	1286	1303	1320		
Cook - 1 <i>510</i>	June 4/79	853	869	885		
	April 7/80	927	944	961		
	June 30/80	964	981	998		
	Oct. 1/80	1070	1087	1104		
	June 1/81	1094	1111	1128		
	Oct. 1/81	1190	1207	1224		
	June 1/82	1247	1264	1281		
Aids: Linen, Dietary, Housekeeping; Dishwasher <i>970 840</i>	June 4/79	795	811	827		
	April 7/80	867	884	901		
	June 30/80	895	912	929		
	Oct. 1/80	1001	1018	1035		
	June 1/81	1025	1042	1059		
	Oct. 1/81	1121	1138	1155		
June 1/82	1178	1195	1212			

Schedule "A"

<u>Classification</u>	<u>Effective Date</u>	<u>Start</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>	<u>After 4 Yrs.</u>
Cleaner 440	June 4/79	811	827	843		
	April 7/80	884	901	918		
	June 30/80	913	930	947		
	Oct. 1/80	1019	1036	1053		
	June 1/81	1043	1060	1077		
	Oct. 1/81	1189	1206	1223		
	June 1/82	1246	1263	1280		
Laboratory Aid - 1 Physiotherapy 920 1390	June 4/79	806	827	848	869	890
	April 7/80	860	882	904	926	948
	June 30/80	894	917	940	963	986
	Oct. 1/80	1000	1023	1046	1069	1092
	June 1/81	1024	1047	1070	1093	1116
	Oct. 1/81	1120	1143	1166	1189	1212
	June 1/82	1177	1200	1223	1246	1269
Laboratory Aid - 2 921	June 4/79	817	838	859	880	901
	April 7/80	871	893	915	937	959
	June 30/80	905	928	951	974	997
	Oct. 1/80	1011	1034	1057	1080	1103
	June 1/81	1035	1058	1081	1104	1127
	Oct. 1/81	1131	1154	1177	1200	1223
	June 1/82	1188	1211	1234	1257	1280
Maintenance Helper 1100	June 4/79	965	981	997	1013	
	April 7/80	1028	1045	1062	1079	
	June 30/80	1071	1088	1105	1122	
	Oct. 1/80	1177	1194	1211	1228	
	June 1/81	1201	1218	1235	1252	
	Oct. 1/81	1297	1314	1331	1348	
	June 1/82	1354	1371	1388	1405	

LETTER OF UNDERSTANDING

BETWEEN

WINCHESTER DISTRICT MEMORIAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000

During the course of negotiations for a first Collective Agreement between the parties for those employees covered by the Certificate issued by the Ontario Labour Relations Board and dated the 31st day of May 1979, namely, Full-Time support staff, the Union submitted a proposal that would provide for the scheduling of employees so as to provide for "a minimum of every second weekend off". While this may be Practicable in some areas of the Hospital operation it is not-always feasible or practical.

In view of the foregoing, the Hospital makes a commitment to the extent that it will continue the practice of scheduling every second weekend off for those employees working in any Department that is currently doing so, as of the date of receipt of written notice by the Hospital of the ratification of the Memorandum of Settlement by the Union.

Signed on Behalf of the Parties this 24th day of *September* 1981.

FOR THE HOSPITAL

W. Porteous

A. Stel

J. Korman

FOR THE UNION

Leanne Kirkwood

Beatrice Warren

J. Beattie

11623

LETTER OF UNDERSTANDING
BETWEEN
WINCHESTER DISTRICT MEMORIAL HOSPITAL
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000

The Hospital hereby confirms, that for those employees who are presently employed in the Nursing Department and so long as they continue to be employed in the said Department, and who are presently scheduled to work what is sometimes referred to as the "12 Hour Shift Schedule" or the "Compressed Work Week", the present practice will continue for these employees during the term of this Agreement. The attached document sets out the provisions as applicable to the Collective Agreement.

1601

SIGNED FOR THE HOSPITAL

E. Porteous
M. Stel
J. G. Gorman

SIGNED FOR THE UNION

C. Anne Kirkwood
Beatrice Warren
J. Beattie

August 12, 1981

SUBJECT: COMPRESSED WORK WEEK

For those employees working in departments where the compressed work week is presently in effect, the following provisions shall govern:

(a) Bereavement Leave

Payment for bereavement leave, when eligible, will be made on the basis of the employees regular rate of pay for a seven and one-half (7½) hour shift.

× (b) Hours of Work

The provisions of Article 16.01(a) and 16.02(a) do not apply.

× (c) Scheduling

The provision of Article 16.08(i) does not apply.

(d) Paid Holidays

Time and one-half rates will be paid for all hours worked on the holiday.

Payment for a holiday or lieu days, when eligible, will be made on the basis of the employees regular rate of pay for a seven and one-half (7½) hour shift.

(e) Sick Leave (HOODIP)

When absent on sick leave and if eligible for sick pay, an employee will be paid for the time lost during which he was scheduled to work and on the basis of his applicable rate.

1601

LETTER OF INTENT

BETWEEN

WINCHESTER DISTRICT MEMORIAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000

The representatives of the parties to this Letter of Intent agree unanimously to recommend to their respective principals that they authorize the participation in "Central Bargaining" during the next round of negotiations.

X

Signed on behalf of the parties this 12th day of August, 1981.

FOR THE HOSPITAL

FOR THE UNION

E. Rorteous
M. Hill
B. Loman

L. Anne Kirkwood
Beatrice Warren
J. Beaton

LETTER OF UNDERSTANDING

BETWEEN

WINCHESTER DISTRICT MEMORIAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000

The Hospital hereby makes the following commitment:

In the event that circumstances require the elimination of a classification or classifications in the bargaining unit, the Hospital will provide the Union with not less than 30 days notice of its intention to do so. The Hospital will meet with the Union if the Union so requests to review the circumstances giving rise to the necessity for the said elimination.

240 i

SIGNED FOR THE HOSPITAL

SIGNED FOR THE UNION

E. J. Porteous
A. M. Stef
J. H. Norman

Corinne Kirkwood
Beatrice Warren
J. Beattie

August 12, 1981

LETTER OF INTENT

BETWEEN

WINCHESTER DISTRICT MEMORIAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000

The Hospital hereby makes the following commitment:

When an employee is on a leave of absence due to a compensable WCB illness or injury and who is receiving WCB payments, the Hospital will continue to pay the employer and the employees contribution for applicable premium benefits for a period not to exceed 3 months from the time the employee first commences the leave of absence. If the employee wishes to continue coverage under the benefit plans at the expiry of the 3 months, he may make arrangements to pay the full cost of the applicable premiums through the Hospital.

2209

The continuation of enrolment in any of the benefit plans will be subject to the terms and conditions of the carrier(s).

FOR THE HOSPITAL

FOR THE UNION

E. Porteous

Corinne Kibwood

A. Stel

Beatrice Warren

G. Arman

J. Beatty

ADDENDUM

WINCHESTER DISTRICT MEMORIAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3000

(PART-TIME UNIT)

(SERVICE)

The following Articles and related clauses that are contained in the Collective Agreement - Full-Time Unit (Service) will be applicable for the - Part-Time Unit (Service).

1.01; 2.02; 2.03; 3.01; 3.02; 3.03; 3.04; 3.05; 4.01; 5.01;
5.02; 6.01; 6.02; 8.01; 8.02; 8.03; 8.04; 8.05; 8.06; 8.07;
8.08; 8.09; 8.10; 9.61; 9.62; 9.03; 9.64; 9.05; 9.06; 9.07;
9.08; 9.09; 10.01 (a), (b); 10.03 (a), (b), (c), (d), (e), (f), (g);
10.04; 10.136; 10.07; 10.08 (a), (b), (c); 10.09; 10.10; 10.11;
10.12; 11.01; 11.52; 16.01 (a), (b), (c); 16.02 (a)*, (b), (c);
16.03; 16.06 (a), (b); 16.07; 16.08 (b), (c), (d), (f), (g), (i);
16.10; 16.11; 18.06; 18.05; 18.06; 18.57; 18.68; 18.09;
20.01 (b); 20.03; 20.04; 20.65; 20.66; 21.01; 22.01; 24.01;
25.01; 26.01; 27.01; 27.02; 27.03; 28.01; 28.02; 28.03;
28.64; 29.01.

*Code
as
in F.T.*



ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of Winchester District Memorial Hospital, regularly employed for not more than twenty-four (24) hours per week at the Winchester District Memorial Hospital, Winchester, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff, persons employed for more than twenty-four (24) hours per week, and persons covered by any subsisting collective agreement.

301

2.04 Definitions

(a) "Regular part-time employees" shall be defined as those part-time employees who make a commitment to the Hospital to be available for work on a predetermined basis and in respect of whom there is a predetermined scheduling.

302

(b) "Casual part-time employee" is one who is employed on a relief or replacement basis and is available for call-ins as circumstances demand.

ARTICLE 7 - UNION REPRESENTATION

7.01 Part-time employees under this Agreement will be represented in accordance with the provisions of Article 7 of the Full-Time Agreement.

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805

ARTICLE 10 - SENIORITY AND JOB SECURITY

10.02 Seniority Accrual Determination

A regular part-time employee, if retained after the probationary period, shall have her seniority determined by actual hours worked. Seniority for regular part-time employees shall be based on 1500 hours worked equalling one (1) year of service.

1307

10.05 A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. A copy of the seniority list shall be filed with the Union after the execution of the Agreement and a revised list will be supplied annually in February thereafter.

1302

10.13 For purposes of application of seniority, if any, under this Agreement but not for purposes of service, earned benefits or pay (save as expressly provided otherwise in this Agreement):

- (a) An employee whose status is changed from regular part-time to full-time will receive a seniority position equal to the number of tours worked converted to the seniority basis of 1500 hours equals one (1) year.
- (b) An employee whose status is changed from full-time to regular part-time shall transfer her full seniority to the regular part-time position and will then continue to accumulate seniority in accordance with Article 10.02 of the Part-Time Agreement.

ARTICLE 11 - LEAVE OF ABSENCE

11.03 Union Business

2302

The parties agree that the provisions of Article 11 - Clause 11.03 of the Collective Agreement (Full-Time Unit) will include and be applicable to employees under this Collective Agreement (Part-Time Unit).

ARTICLE 12 - LEAVE OF ABSENCE - JURY AND WITNESS DUTY

12.01 I: a regular part-time 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 in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay for those shifts for which he has been scheduled to work 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 court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage and travelling expenses and an official receipt thereof.

ARTICLE 13 - LEAVE OF ABSENCE - BEREAVEMENT

13.01 A regular part-time employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off prior to and inclusive of the day of the funeral, with pay computed on the basis of the number of hours he would otherwise have worked. "Immediate family" means father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and legal guardian.

2307

The days for which the employee is entitled to payment are limited to those days that the employee was scheduled to work during the period from the date of death to the day of the funeral inclusive.

ARTICLE 14 - LEAVE OF ABSENCE - PREGNANCY

14.01 A regular part-time employee who requests and qualifies for pregnancy leave shall be granted an unpaid leave of absence on the basis of The Employment Standards Act, 1975 and in accordance with the following provisions:

- (a) The service requirement for eligibility for pregnancy leave shall be twelve (12) months of continuous service;
- (b) The employee give notification prior to the commencement of the leave of the expected date of return;

2305

- (c) Such leave of absence may be extended by the Hospital for a period up to six (6) months in total following the date the leave commenced. Written notice by the employee to extend the pregnancy 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;
- (d) When an employee decides to return to work after pregnancy leave, she shall provide the Hospital with at least two (2) weeks notice. The employee shall be reinstated to her former position if available, or given a comparable position at not less than her wages when she began her leave of absence.

ARTICLE 15 - LEAVE OF ABSENCE - ADOPTION

- 15.01 (a) Where a regular part-time employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee may 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 by the adoption agency concerned 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. Such request for adoption leave shall not be unreasonably withheld.
- 2306
- (b) An employee returning from adoption leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available.

ARTICLE 16 - HOURS OF WORK

16.02 * Clauses 16.02 (a) and 16.08(d) do not apply to employees who are scheduled to relieve full-time employees who are presently working under the "compressed work week" schedule.

1601

16.04 Call Back

An employee who has left the Hospital premises after having completed her scheduled shift and who is called back in to work within sixteen (16) hours of the completion of her shift, shall be paid at time and one-half (1½) her straight time hourly rate of pay for all work performed with a minimum of four (4) hours pay at her straight time rate.

862

16.05 Reporting to Work

An employee who reports for any scheduled shift will be guaranteed work for half the number of hours scheduled. This reporting allowance will not apply whenever an employee has received prior notice not to report for work.

1610

ARTICLE 17 - PAYMENT FOR WORK ON HOLIDAYS

17.01 An employee who works on a holiday as designated in Article 17.01 of the Full-Time Agreement will be paid at time and one-half (1½) her regular rate of pay for all hours worked. Where, in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

200

ARTICLE 18 - VACATIONS

18.01 Effective October 1, 1981 part-time employees, will receive vacation time off and payment on the following basis:

	<u>Time Off</u> <u>Each Year</u>	<u>% of Gross</u> <u>Earnings</u>
(a) Up to 4499 hours worked -	2 weeks	4%
(b) 4500 hours or more worked	3 weeks	6%

21-01
2107

A part-time employee upon termination of employment will be entitled to receive payment of any vacation earned. In determining the amount of pay earned the applicable sections of 18.01(a) or (b) above will be applied.

ARTICLE 20 - WAGES

20.01 (a) The wage rates shall be as set forth in Schedule "B" attached to and forming part of this Agreement.

2404

20.02 (a) Effective October 1st, 1981 a regular part-time employee will commence to accumulate credit for hours worked for the purpose of advancing on the salary grid as set out in Schedule "B". An employee will be advanced one step in the grid after each 1500 hours worked as a regular part-time employee.

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(b) Casual part-time employees shall be paid at the start rate of their applicable classification.

1306

(c) A regular part-time employee whose status is changed to full-time will be placed on his corresponding level on the grid. A full-time employee whose status is changed to that of a regular part-time employee will be placed on his corresponding level on the grid.

ARTICLE 23 - SAFETY

23.01 The representative appointed in accordance with 23.01 and 23.02 of the Full-Time Unit will represent the Part-Time Unit.

28

Signed at Winchester, Ontario this 24th day
of September, 1981.

For the Hospital

E. Rortoss
A. M. Stef
J. Gorman

For the Union

Connie Hubbard
Beatrice Warren
J. Bennett

SCHEDULE "B"

WAGE RATES

(Hourly)

Salary Schedule - Part-Time Employees

<u>Classification</u>	<u>Effective</u>	<u>Start</u>	After	After	After	After
			1500	3000	4500	6000
			<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
Registered Nursing	June 4/79	5.88	6.01	6.14	6.26	
Assistant	April 7/80	6.25	6.39	6.53	6.67	
	Oct. 1/80	6.16	6.30	6.44	6.58	
	June 1/81	7.30	7.45	7.59	7.74	
Nursing Assistant - 1	Oct. 1/81	7.89	8.04	8.18	8.33	
	June 1/82	8.24	8.39	8.54	8.68	
	June 4/79	4.89	4.99	5.09	5.19	
	April 7/80	5.35	5.46	5.56	5.67	
	June 30/80	5.55	5.66	5.76	5.86	
	Oct. 1/80	6.20	6.31	6.41	6.52	
	June 1/81	6.35	6.46	6.56	6.67	
	Oct. 1/81	6.94	7.05	7.15	7.26	
Aides: Dietary, Housekeeping	June 1/82	7.29	7.40	7.50	7.61	
	June 4/79	4.89	4.99	5.09		
	April 7/80	5.34	5.44	5.54		
	June 30/80	5.51	5.61	5.71		
	Oct. 1/80	6.16	6.26	6.37		
Laboratory Aid - 1	June 1/81	6.31	6.41	6.52		
	Oct. 1/81	6.90	7.00	7.11		
	June 1/82	7.25	7.36	7.46		
	June 4/79	4.96	5.09	5.22	5.35	5.48
	April 7/80	5.29	5.43	5.56	5.70	5.83
	June 30/80	5.50	5.64	5.78	5.93	6.07
	Oct. 1/80	6.15	6.30	6.44	6.58	6.72
	June 1/81	6.30	6.44	6.58	6.73	6.87
	Oct. 1/81	6.89	7.03	7.18	7.32	7.46
	June 1/82	7.24	7.38	7.53	7.67	7.81

* in Lieu of Benefits

Effective October 1st, 1980 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, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, and bereavement pay) an amount equal to ten percent (10%) of his/her regular straight time hourly rate for all straight time hours paid.

Effective October 1st, 1981 the percentage will be increased to twelve percent (12%).

updated in accordance
with Master Agt #
0559401
(no documentation
available)

SOURCE	Union.		
EFF.	84	09	29
TERM.	85	09	28
No. OF EMPLOYEES	129		
NOMBRE D'EMPLOYÉS			

52

copy code N

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~~0559401~~