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No. OF EMPLOYEES	75
NOMBRE D'EMPLOYÉS	L. 62

SERVICE EMPLOYEES
COMBINED FULL-TIME/PART-TIME
COLLECTIVE AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 18th DAY OF JANUARY 1991

BETWEEN

Sisters of St. Joseph Diocese of Peterborough
OPERATING ST. JOSEPH'S HOSPITAL, PARRY SOUND

(Hereinafter referred to as the "Hospital")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1473

(Hereinafter referred to as the "Union")

FEB - 5 1991

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APPENDIX A

APPENDIX B

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

Feminine/Masculine Pronouns

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

ARTICLE 2**DEFINITIONS**

2.01

Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or to perform a special nonrecurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 Part-time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined bases solely for the purpose of utilizing casual employees so as to restrict the number of regular part-time employees.

ARTICLE 3 I

3.01 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code 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, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

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 SECURITY

5.01 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, layoffs, 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.

5.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the hospital without proper authorization from the Union.

ARTICLE 6 UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on hospital premises or on hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 Labour Management Committee

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.

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

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 (as set out in the Local Provisions Appendix). 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

Central Bargaining CommitteeUNION CENTRAL BARGAINING COMMITTEE LEAVE

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

6.05

Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally.

6.06

Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

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 questions 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 Chief Executive Officer or his designee. A meeting will then be held between the Hospital Chief Executive Officer 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 Chief Executive Officer 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 forgoing 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 with 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 employees.

- 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 Files

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

An employee's disciplinary record will be cleared after a period of twenty-four (24) consecutive months of penalty-free conduct. The employee will be notified of such clearance in writing within one (1) month. A copy of such notice will be given to the Secretary of the Union.

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 and Service

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 providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) 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 thirty (30) months from the time the disability or illness commenced.

9.04

Effect of AbsenceThe following clause is applicable to full-time employees only)

- (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 increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective October 20, 1990, the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective October 20, 1990, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if 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 promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, **or for a period of one (1) year** if an employee's unpaid absence is due to an illness.

9.05

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 posting shall contain the following information:

- (a) a description of the job requirements;
- (b) hours of work;
- (c) wage rate or range;
- (d) department; and
- (e) job classification.

Applicants shall apply in writing to the Business Office.

The Hospital agrees to acknowledge, in writing, the receipt of applicants for posted positions from bargaining unit employees.

Both parties agree that the opportunity for advancement should increase with the length of service within the Hospital; therefore, employees shall have the right to bid for job related postings.

9.06

Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix):

- (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 (the effective date as set out in the Local Provisions Appendix) 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 (the effective date as set out in the Local Provisions Appendix).

9.07

Transfer of Seniority and Service

Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one year for each 1725 hours worked.

The above noted employee 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 without loss of seniority 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 he not transferred.

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 cutback and employees to be laid off.

In the event of a substantial bed cutback or cutback 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 cutback or cutback 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 layoff, the Hospital shall layoff 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 layoff shall have the right to either:

- a) accept the layoff; 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 layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

In determining the ability of an employee to perform the work for the purpose 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 layoff 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 layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

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

(The following clause is applicable to full-time employees only)

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

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue(s) 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 layoff 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 layoff, and arranges with the Hospital the appropriate payment schedule.

9.11 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 effect, 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 layoff 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 10CONTRACTING 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 11WORK OF THE BARGAINING UNIT

11.01

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.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three month intervals, the number of volunteers for the current month and the number of hours worked.

ARTICLE 12LEAVES OF ABSENCE

12.01

Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, 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

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to **give** such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. 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 regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for the Union business under this clause.

12.03 a) Full-Time Position with the Union (FT)
(This clause is applicable to full-time employees only)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall 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.

12.03 b) Full-Time Position with the Union (PT)
(The clause is applicable to part-time employees only.)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been.

The employee shall notify the Hospital of his intention to return to work at least four (14) weeks prior to the data 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.

12.03 c) 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 regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

12.05 a) Jury & Witness Duty (FT)
(The following clause is applicable to full-time employees only)

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.

12.05 b) Jury & Witness Duty (PT)
(This clause is applicable to part-time employees only)

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 part-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, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

12.06

Maternity Leave

(The following clause is applicable to full-time employees only)

Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.

The service requirement for eligibility for maternity leave shall be 10 months of continuous service.

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.

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.

The employee has the right to extend the maternity leave to 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.

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.

Effective October 20, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

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

Effective October 20, 1990 the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

The employee shall reconfirm her intention to return to work on the data originally provided to the Hospital by written notification to be 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.

12.06(b) Maternity Leave
(The following clause is applicable to part-time employees only)

Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, 'except where amended in this provision.

The service requirement for eligibility for maternity leave shall be 10 months of continuous service.

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.

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.

The employee has the right to extend the maternity leave to 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.

Effective October 20, 1990 credits for service shall accumulate while an employee is on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

When a maternity leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.

The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital above by written notification to be 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(a) Adoption Leave
The following clause is applicable to full-time employees only)

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.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective October 20, 1990 an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75) of her regular weekly earning and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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.

Effective October 20, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

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

Effective October 20, 1990 the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave.

After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

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.

12.07(b) Adoption Leave.

(The following clause is applicable to part-time employees only)

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.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective October 20, 1990 an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five 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 adoption 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.

Effective October 20, 1990, credits for service shall accumulate while an employee is on adoption leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

When an adoption leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.

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 upgrading course or seminar related to employment with the Hospital.

ARTICLE 13

SICK LEAVE

13.01

Definition

Sick leave is a limited benefit a full-time employee accumulates through service as specified in 13.02. Under this provision the employee will receive pay with limits described in Article 13.02 for regular shifts missed by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident not compensable under the Workman's Compensation Act.

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.

13.03 Payroll Deduction for Union Sponsored LTD Plan

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

13.04 Sick Leave Records

A record of all unused sick leave will be kept by the Hospital. Immediately after the close of each calendar year, an employee is to be advised, on application, of the amount of sick leave accrued to his credit.

13.05 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

13.06 Credit for Sick Leave

To be credited with a day and one half (1 1/2) of sick leave for any month, an employee must have been at work for a total of not less than seventy-five (75) hours. For purposes of this Article, an employee who is on a paid vacation during any month will be considered as having been on duty.

13.07 Application of Sick Leave

Sick leave will be granted to a regular full time employee on the following basis:

- (a) Sick leave will not be available during an employee's probationary period.

- (b) Commencing at the end of an employee's probationary period, one and one half (1 1/2) days sick leave for each month of active service will be granted retroactive to the first of the month following the date he was employed.
- (c) The unused portion of sick leave in any year of service will be accumulated up to a maximum of one hundred (100) days. Cumulative sick leave may only be used for illness or non compensable accident and will not be paid in advance.
- (d) In order to qualify for sick leave, an employee must notify his Supervisor or the switchboard operator at least one (1) hour prior to the beginning of the employee's working day on the day shift and at least two (2) hours prior to the beginning of the employee's working day on the afternoon or night shift, and the Hospital reserves the right to require proof of illness from a qualified medical practitioner.
- (e) Employees will not be compensated for the first two (2) days of illness on the third and succeeding periods of absence from work on sick leave in any one (1) calendar year unless they provide proof of illness from a qualified medical practitioner.
- (f) On retirement, under provisions of the Pension Plan, the Hospital will pay one hundred percent (100%) of the value of the employee's accumulated sick leave days up to a maximum of ninety (90) days.

ARTICLE 14HOURS OF WORK

14.01

Daily & Weekly Hours of Work

- (a) Except for Nursing Service and Dietary employees, the standard hours of **work** shall be seven and one half (7 1/2) in a day exclusive of a **one half (1/2)** hour meal period, and seventy-five (75) in a biweekly period for all employees.
- (b) Standard hours of work for Nursing Service and Dietary employees shall be seven and one half (7 1/2) in a day exclusive or a one half (1/2) hour meal period, and one hundred and fifty (150) averaged over a four week period.

14.02 a) Rest Periods (FT)
(The following clause is applicable to full-time employees only)

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

14.02 b) Rest Periods (PT)
(This clause is applicable to part-time employees only)

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

14.03 Additional Rest Periods
(The following clause is applicable to full-time & part-time employees).

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 "A" of the Collective Agreement.

15.02 Definition of Overtime

The overtime rate shall be time and one half the employee's straight time hourly rate.

For the purpose of computing the hourly overtime rates for monthly rated employees, the monthly salary rate shall be divided by 162.5 and multiplied by the overtime rates. Payment for overtime shall be accompanied by an itemized statement.

The increase or reduction in the duration of a shift as a result of changes in Daylight Saving or Standard Time will not result in an increase or reduction or normal pay for such shift nor in payment of overtime premium.

15.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one half the employee's straight time hourly rate.

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
 (The following clause is applicable to full-time & part-time employees)

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 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. Part-time employees scheduled to work less than 7 1/2 hours per day will receive a pro-rated amount of reporting pay.

15.06 Call Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Superior provisions shall remain.

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 \$4.00 for each shift from the time of the assignment.

15.09 Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

ARTICLE 16. HOLIDAYS

16.01 Number of Holidays

(The following clause is applicable to full-time employees only)

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions 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.

16.02 Definition of Holiday Pay and Qualifiers

(The following clause is applicable to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day 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 Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day 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 or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or lieu day in respect of the same day.

16.03 a) Payment for Working on a Holiday (FT)
(The following clause is applicable to full-time employees only)

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

NOTE: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

16.03 b) Payment for Working on a Holiday (PT)
(The following clause is applicable to part-time employees only)

If an employee is required to work on any of the holidays set out in the Local Appendix the employee shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 Payment for Working Overtime on a Holiday
(The following clause is applicable to full-time & part-time employees)

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.

ARTICLE 17 VACATIONS,

17.01 (a) Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to Full-Time employees only)

Effective the anniversary date occurring on or after September 1989, vacation entitlement shall be as follows::

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 five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) 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.

17.01 (b) Part-Time Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to part-time employees only)

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

17.02 Work During Vacation
(The following clause is applicable to full-time and part-time employees)

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.

17.03 Illness During Vacation
(The following clause is applicable to full-time employees only)

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 inpatient in a hospital, the period of such hospitalization shall be considered sick leave.

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

ARTICLE 18 HEALTH & WELFARE18.01 Insured Benefits(The following clause is applicable to full-time employees only)

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 Blue Cross Semi-private 'Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of a 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. Effective October 1, 1990, \$15 (single) and \$25 (family). 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). Effective October 1, 1990 vision care maximum \$90 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 90% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance **plan** currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions. Effective October 1, 1990 the Hospital's contribution to HOOGLIP will be 100%.

- (d) The Hospital agrees to contribute 50% of the billed premiums 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 premiums are paid by the employee through payroll deduction. Effective October 1, 1990, the Hospital's contribution to the Dental Plan will be 75%.

18.02 Change of Carrier
 (The following clause is applicable to full-time employees only)

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 programs contracted for and in effect for employees covered herein.

18.03 Pension
 (The following clause is applicable to full-time employees only)

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.

18.04 Benefits for Part-time Employees

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

ARTICLE 19HEALTH AND SAFETY

19.01

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 programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation 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

(The following clause is applicable to full-time employees only)

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 areas)
- 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 classification(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).

20.03 Payment of Wages and Allowances

(a) Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in Wage Schedule A of the Collective Agreement.

20.04 Progression on the Wage Grid (Part-time)

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 DURATION

21.01 Term

This Agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 1991. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02

Central Bargaining

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 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 Parry Sound, Ontario, this 18th day of ~~JANUARY~~, 1994. ³⁸

FOR THE LOCAL UNIONFOR THE HOSPITAL

Ralph Berg

Florence Smith

Sandra Kusky

[Signature]

[Signature]

WAGE SCHEDULE
Effective September 29, 1989

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>
R.N.A.				
MONTHLY	2122.25	2161.44	2200.64	2236.79
BI-MONTHLY	979.50	997.58	1015.68	1032.36
HOURLY	13.060	13.301	13.542	13.764
NURSING AIDE	1953.98	1975.04	1999.18	2017.23
	901.83	911.55	922.69	931.02
	12.024	12.154	12.302	12.413
PHYSIOTHERAPY/ OCCUPATIONAL THERAPY ASSISTANT	2122.25 979.50 13.060	2161.44 997.58 13.301	2200.64 1015.68 13.542	2236.79 1032.36 13.764
ASSISTANT DIRECTOR OF RECREATIONAL SERVICES	2122.25 979.50 13.060	2161.44 997.58 13.301	2200.64 1015.68 13.542	2236.79 1032.36 13.764
PHYSIOTHERAPY/ OCCUPATIONAL/RECREATIONAL THERAPY AIDE	1941.93 896.27 11.950	1981.10 914.35 12.191	2023.27 933.81 12.450	
COOK	1920.82 886.53 11.820	1950.94 900.43 12.005	1981.10 914.35 12.191	2014.24 929.64 12.395
DIETARY ATTENDANT	1890.67 872.61 11.634	1920.82 886.53 11.820	1950.94 900.43 12.005	1981.10 914.35 12.191
DIETARY/LAUNDRY/ HOUSEKEEPING AIDE	1827.42 843.42 11.245	1860.56 858.72 11.449	1890.67 872.61 11.634	1920.82 886.53 11.820
ASSISTANT DIRECTOR OF DIETETICS	2122.25 979.50 13.060	2161.44 997.58 13.301	2200.64 1015.68 13.542	2236.79 1032.36 13.764

WAGE SCHEDULE
Effective September 29, 1989

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>
ASSISTANT DIRECTOR OF LAUNDRY/HOUSEKEEPING	2440.80 1126.52 15.020	2489.40 1148.95 15.319	2538.00 1171.38 15.618	2586.60 1193.81 15.917
PORTER, MACHINE OPERATOR	2035.31 939.37 12.524	2065.46 953.28 12.710	2095.59 967.19 12.895	2134.79 985.28 13.137
ENGINEER 4th CL/ MAINTENANCE	2441.76 1126.96 15.026	2489.98 1149.22 15.322	2544.24 1174.26 15.656	
ELECTRICIAN/ MAINTENANCE	2636.60 1216.89 16.225	2682.18 1237.92 16.505	2719.68 1255.23 16.736	
GROUNDSKEEPER/ MAINTENANCE	2165.83 999.61 13.328	2195.95 1013.51 13.513	2226.10 1027.43 13.699	
MATERIAL MANAGEMENT ASSISTANT	2122.25 979.50 13.060	2161.44 997.58 13.301	2200.64 1015.68 13.542	2236.79 1032.36 13.764
MATERIAL MANAGEMENT AIDE	1890.37 872.47 11.633	1935.37 893.24 11.909	1980.40 914.03 12.187	
STUDENT AIDE	8.294			

WAG. SCHEDULE
Effective January 1, 1990

NOTE: The January 1, 1990 Schedule Reflect Pay Equity Adjustments To Selected Classifications (*).

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.,</u>	<u>3 YRS.</u>
* R.N.A.				
MONTHLY	2172.25	2211.44	2250.64	2286.79
BI-MONTHLY	1002.57	1020.66	1038.75	1055.44
HOURLY	13.367	13.608	13.850	14.072
* NURSING AIDE	2003.98	2025.04	2049.18	2067.23
	924.91	934.63	945.77	954.10
	12.332	12.461	12.610	12.721
NON-REGISTERED NURSING AIDE	2122.25	2161.44	2200.64	2236.79
	979.50	997.58	1015.68	1032.36
	13.060	13.301	13.542	13.764
* PHYSIOTHERAPY ASSISTANT	2172.25	2211.44	2250.64	2286.79
	1002.57	1020.66	1038.75	1055.44
	13.367	13.608	13.850	14.072
OCCUPATIONAL THERAPY ASSISTANT	2122.25	2161.44	2200.64	2236.79
	979.50	997.58	1015.68	1032.36
	13.060	13.301	13.542	13.764
ASSISTANT DIRECTOR OF RECREATIONAL SERVICES	2122.25	2161.44	2200.64	2236.79
	979.50	997.58	1015.68	1032.36
	13.060	13.301	13.542	13.764
PHYSIOTHERAPY/ OCCUPATIONAL/RECREATIONAL THERAPY AIDE	1941.93	1981.10	2023.27	
	896.27	914.35	933.81	
	11.950	12.191	12.450	
* COOK	1970.82	2000.94	2031.10	2064.24
	909.60	923.51	937.43	952.72
	12.128	12.313	12.499	12.703
* DIETARY ATTENDANT	1940.67	1970.82	2000.94	2031.10
	895.69	909.60	923.51	937.43
	11.942	12.128	12.313	12.499
DIETARY/LAUNDRY/ HOUSEKEEPING AIDE	1827.42	1860.56	1890.67	1920.82
	843.42	858.72	872.61	886.53
	11.245	11.449	11.634	11.820

WAGE SCHEDULE

Effective January 1, 1990

NOTE: The January 1, 1990 Schedule Reflect Pay Equity Adjustments To Selected Classifications (*).

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>
ASSISTANT DIRECTOR	2172.25	2211.44	2250.64	2286.79
OF DIETETICS	1002.57	1020.66	1038.75	1055.44
	13.367	13.608	13.850	14.072
* ASSISTANT DIRECTOR OF	2441.76	2489.98	2544.24	2586.60
HOUSEKEEPING/LAUNDRY	1126.96	1149.22	1174.26	1193.81
	15.026	15.322	15.656	15.917
* LAUNDRY AIDE/LAUNDRY	1877.42	1910.56	1940.67	1970.82
HOUSEKEEPING AIDE	866.50	881.79	895.69	909.60
	11.553	11.757	11.942	12.128
* PORTER	2085.31	2115.36	2145.59	2184.79
	962.45	976.32	990.27	1008.36
	12.832	13.018	13.203	13.444
MACHINE OPERATOR	2035.31	2065.46	2095.59	2134.79
	939.37	953.28	967.19	985.28
	12.524	12.710	12.895	13.137
ENGINEER 4TH C1/ MAINTENANCE	2441.76	2489.98	2544.24	
	1126.96	1149.22	1174.26	
	15.026	15.322	15.656	
ELECTRICIAN/MAINTENANCE	2636.60	2682.18	2719.68	
	1216.89	1237.92	1255.23	
	16.225	16.505	16.736	
GROUNDSKEEPER/	2165.83	2195.95	2226.10	
	999.61	1013.51	1027.43	
	13.328	13.513	13.699	
* MATERIALS MANAGEMENT ASSISTANT	2172.25	2211.44	2250.64	2286.79
	1002.57	1020.66	1038.75	1055.44
	13.367	13.608	13.850	14.072
MATERIALS MANAGEMENT AIDE	1890.37	1935.37	1980.40	
	872.47	893.24	914.03	
	11.633	11.909	12.187	
STUDENT	8.294			

APPENDIX A

WAG. SCHEDULE
Effective September 29, 1990

		<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>
R.N.A.	Monthly	2324.31	2366.24	2408.18	2446.87
	Bi-weekly	1072.75	1092.11	1111.46	1129.32
		14.303	14.561	14.819	15.057
NURSING AIDE		2144.26	2166.79	2192.62	2211.94
		989.65	1000.05	1011.97	1020.89
		13.195	13.334	13.493	13.611
NON-REGISTERED NURSING AIDE		2270.81	2312.74	2354.68	2393.37
		1048.06	1067.41	1086.77	1104.63
		13.974	14.232	14.490	14.728
PHYSIOTHERAPY ASSISTANT		2324.31	2366.24	2408.18	2446.87
		1072.75	1092.11	1111.46	1129.32
		14.303	14.561	14.819	15.057
OCCUPATIONAL THERAPY ASSISTANT		2270.81	2312.74	2354.68	2393.37
		1048.06	1067.41	1086.77	1104.63
		13.974	14.232	14.490	14.728
ASSISTANT DIRECTOR		2270.81	2312.74	2354.68	2393.37
		1048.06	1067.41	1086.77	1104.63
		13.974	14.232	14.490	14.728
PHYSIOTHERAPY/RECREATION THERAPY/OCCUPATIONAL THERAPY AIDE		2077.87	2119.78	2164.90	
		959.01	978.36	999.18	
		12.786	13.044	13.322	
ASSISTANT DIRECTOR OF DIETETICS		2324.31	2366.24	2408.18	2446.87
		1072.75	1092.11	1111.46	1129.32
		14.303	14.561	14.819	15.057
COOK		2108.78	2141.01	2173.28	2208.74
		973.28	988.15	1003.05	1019.41
		12.977	13.175	13.374	13.592
DIETARY ATTENDANT		2076.52	2108.78	2141.01	2173.28
		958.39	973.28	988.15	1003.05
		12.778	12.977	13.175	13.374
DIETARY/HOUSEKEEPING AIDE		1955.34	1990.80	2023.02	2055.28
		902.46	918.83	933.70	948.59
		12.032	12.251	12.449	12.647
ASSISTANT DIRECTOR OF HOUSEKEEPING/LAUNDRY		2612.68	2664.28	2722.34	2767.66
		1205.85	1229.66	1256.46	1277.38
		16.078	16.395	16.752	17.031

WAGE SCHEDULE
Effective September 29, 1990

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>
LAUNDRY AIDE/LAUNDRY- HOUSEKEEPING AIDE	2008.84 927.15 12.362	2044.30 943.52 12.580	2076.52 958.39 12.778	2108.78 973.28 12.977
PORTER	2231.28 1029.82 13.730	2263.44 1044.66 13.928	2295.78 1059.59 14.127	2337.73 1078.95 14.386
MACHINE OPERATOR	2177.78 1005.12 13.401	2210.04 1020.01 13.600	2242.28 1034.89 13.798	2284.23 1054.26 14.056
ENGINEER 4TH C1/ MAINTENANCE	2612.68 1205.85 16.078	2664.28 1229.66 16.395	2722.34 1256.46 16.752	
ELECTRICIAN/MAINTENANCE	2821.16 1302.07 17.360	2869.93 1324.58 17.661	2910.06 1343.10 17.908	
GROUNDSKEEPER/ MAINTENANCE	2317.44 1069.58 14.261	2349.67 1084.46 14.459	2381.93 1099.35 14.658	
MATERIALS MANAGEMENT ASSISTANT	2324.31 1072.75 14.303	2366.24 1092.11 14.561	2408.18 1111.46 14.819	2446.87 1129.32 15.057
MATERIALS MANAGEMENT AIDE	2022.70 933.55 12.447	2070.85 955.77 12.743	2119.03 978.01 13.040	
STUDENT	8.874			

ARTICLE #1 SPARE

ARTICLE #2 RECOGNITION

2.01 The Hospital recognizes the Union as the exclusive Collective Bargaining Agent for all lay employees of St. Joseph's Hospital in Parry Sound, save and except Professional Medical Staff, Graduate Nursing Staff, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dietitians, Student Dietitians, Technical Personnel, Department Heads, persons above the rank of Department Head, Office and Clerical Staff.

2.02 "Technical Personnel" as referred to in Article 2.01 includes Physiotherapists, Occupational Therapists, Medical Technologists, Laboratory Technicians, and X-Ray Technicians.

2.03 The word "employee" as used in this Agreement shall mean and include only those employees who are defined in Article 2.01.

2.04 (a) PART TIME COMMITMENT

As provided in Article 14.05, the Hospital does not guarantee to provide employment for the standard hours of work or for any other hours; however, it is recognized that the Hospital must be adequately staffed. There shall be a commitment by part-time employees whereby they will be available to work:

- i) Fifty Percent (50%) of weekend shifts
- ii) Fifty percent (50%) of all Statutory holidays; and
- iii) Either the Christmas or New Year's period on an alternating basis.

(b) If, for any reason other than illness, a part-time employee will not be available for work, they shall notify their Department Head prior to the posting of the work schedule.

(c) Part-time employees shall notify their Department Head of their planned vacations. Part-time vacation entitlements shall be in accordance with the employee's entitlement on the vacation grid.

ARTICLE #3 RELATIONSHIP

3.01 The Hospital agrees to inform the Union, in writing, of the names and positions of Management Personnel primarily concerned with the administration of this Agreement.

ARTICLE #4 MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Hospital, subject to the terms and provisions of this Agreement, to determine the policies of the Hospital and to direct its operations in all respects **and** without restricting the generality of the foregoing:

- (a) to maintain order, discipline and efficiency, to establish rules and regulations governing the conduct of the employees, which rules and regulations shall not conflict with any of the provisions of this Agreement;
- (b) to hire, discharge, retire, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion, demotion, or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) generally to operate St. Joseph's Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

ARTICLE #5 UNION SECURITY

5.01 (a) The Hospital shall deduct from all employees who have completed thirty (30) days of employment, regular monthly dues or an amount equivalent thereto. The first deduction of such dues from the pay of new employees shall be made in the first dues deduction pay following the thirty (30) days of employment. The Hospital shall send to the Treasurer of the Union each month, its cheque for dues so deducted. The Union shall be responsible for any refunds of overpayment of dues deducted from the pay of the employees.

- (b) "For employees receiving pay in any month, deductions shall be made from the first and subsequent payrolls of each month and forwarded to the Treasurer of the Union as soon as practicable thereafter, accompanied by a list of names and union dues deductions of those employees from whose wages the deductions have been made."
- (c) In January of each year the Hospital will notify each employee of their accumulated sick leave to December 31st of the prior year.

5.02 The Union will indemnify and save the Hospital harmless with respect to all dues so deducted and remitted.

5.03 The Hospital agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions set out in the Articles dealing with Union Security and Dues Check-Off.

ARTICLE #6 UNION COMMITTEES AND STEWARDS

6.01 The Hospital acknowledges the right of the Union to appoint or otherwise select:

- (a) Seven (7) stewards from the following departments:
 - 1. Laundry
 - 2. Boiler Room/Maintenance
 - 3. Housekeeping
 - 4. Dietary/Materials Management
 - 5. Nursing
 - 6. Physiotherapy/Occupational Therapy/
Recreation and Volunteer
Services
- (b) A Union Grievance Committee consisting of a maximum of three (3) members, and shall comprise the following:
 - 1. The Chief Steward
 - 2. The Steward for the department of the griever; and
 - 3. One member of Local #1473 executive committee.
- (c) A Union Negotiating Committee consisting of not more than three (3) employees plus one alternate.

6.02 Names of Union Officials

The Union shall inform the Hospital, in writing, of the names of the Stewards, Committee members or other officials concerned with the administration of this Agreement before the Hospital is required to recognize them.

ARTICLE #7 SPARE

ARTICLE #8 SPARE

ARTICLE #9 SENIORITY

9.01 Seniority Lists

The Hospital shall maintain separate seniority lists for full and part time employees which shall be revised and posted in July of each year. A copy of each list shall be forwarded to the Recording Secretary of the Union. When a layoff becomes evident, the Hospital will supply the Union with an updated seniority list of both full-time and part-time employees.

9.02 Retirement

(a) The normal retirement age shall be sixty-five (65). Upon notifying the Union, the Hospital may, however, at its sole discretion, continue to employ on a month-to-month basis an employee who has attained normal retirement age, at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of the employee.

(b) "An employee who becomes physically and/or mentally handicapped prior to reaching normal retirement age may continue to be employed by the Hospital at its discretion at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of such employee. 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 shall 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.

It is understood that such physical or mental disability is not subject to compensation by the Workmen's Compensation Board nor by any Long Term Disability Plan.

9.03 Transfer & Seniority Outside The Bargaining Unit

For the purposes of articles 9.06 and 9.07 the effective date referred to therein is September 3, 1985.

ARTICLE #10 SPARE

ARTICLE #11 SPARE.

ARTICLE #12

12.01 Leave of Absence

Employees returning from long term paid or unpaid leave of absence shall notify the Hospital with a doctors certificate stating that they are able to return to work. Employees are expected to communicate with their immediate supervisor regarding their impending return to work.

12.02 Union Business

No more than three employees will be granted leave for any one period of time, of which no more than two shall be from the Nursing Unit nor more than one from any other department. All leave shall not exceed a total of forty-five (45) working days for all employees in a calendar year; however, these limits may be extended by mutual consent between the parties. The Union undertakes to give the Hospital three weeks notice of such leave being taken with the exception of when extenuating circumstances prevail..

ARTICLE #13 SPARE

ARTICLE #14 HOURS OF WORK

- 14.01 (a) With the exception of R.N.A.'s, Non-Registered Nursing Assistants, Nursing Aides, Dietary Aides, Dietary Attendants, and Cooks. The Hospital will schedule a minimum of two (2) consecutive days off for employees unless there is mutual agreement to schedule otherwise.
- (b) No employee shall be compelled to work more than six (6) consecutive days unless otherwise mutually agreed.

- (c) The Hospital will schedule two (2) consecutive days off or occasional split days off, as required, to provide every third weekend off for R.N.A.'s, Non-Registered Nursing Assistants, Nursing Aides, Dietary Aides, Dietary Attendants, and Cooks. The remainder of the employees shall be scheduled for a minimum of one weekend off in five with no split days off.
- (d) There shall be no split shifts.
- (e) Employees will be required to work a schedule of mixed shifts only in circumstances arising from illness, leave of absence, termination or other reasonable excuse. Every reasonable attempt will be made to give the employees affected, notice in advance of any such change.
- (f) The working schedule, including standby, of each employee showing the shifts and days off work, shall be posted in an appropriate place at least **two** (2) weeks in advance. When an employee's days off are rescheduled within forty-eight (**48**) hours of the originally scheduled days off, he shall be paid at a rate of time and one-half (1 1/2) his regular rate of pay on the originally scheduled days off.
- (g) Work schedules shall not be changed without the knowledge of the employee. Where seven (7) days notice of change in work schedule is not given, the employee shall be paid at a rate of time and one-half (1 1/2) his regular rate of pay for the first day only of the changed scheduled.

14.02 Employees shall be allowed the trading of days off or of shifts with another employee of their own classification, subject to the approval of the immediate supervisor. Such mutual exchange shall be in writing and shall not require the Hospital to pay overtime rate of pay.

14.03 There will be no arbitrary or discriminatory assignment of personnel to particular shifts. It is recognized, however, that the Hospital must be efficiently staffed at all times and, therefore, the above commitment will in no way preclude the employment of personnel who would be unavailable for other than particular shifts.

14.04 When an employee is required to change shifts, sixteen (16) hours shall be allotted between shifts. If, however, 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 at overtime rates for the period worked before the sixteen (16) hour time allowed for shift change has expired.

14.05 Except as provided in Article 15.05(b), the Hospital does not guarantee to provide employment or work for the standard hours or for any other hours.

ARTICLE #15

15.01 Transfer to Lower Paying Classification

An employee who is transferred temporarily for the convenience of the Hospital to a lower paid position, shall continue to receive his own rate.

ARTICLE #16 PAID HOLIDAYS

16.01 (a) For all regular full-time employees, the following paid holidays shall be recognized by the Hospital:

- | | |
|------------------|---------------------|
| New Year's Day | Labour Day |
| February Holiday | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Employee's Birthday |
| Civic Holiday | 2nd Monday in June |

(b) In reference to the Employee's Birthday, such day off shall be granted within five (5) days either side of the birthdate by mutual agreement with his immediate Supervisor. The Employee's Birthday shall not be considered a premium holiday and payment at time and one-half the employee's regular rate of pay shall not be made in the event that the employee works on his birthday.

(c) Paid holidays shall be **scheduled** so that paid holidays are distributed equally and every effort shall be made for employees to have alternate paid holidays off.

(d) The February Holiday shall be the second Monday in February.

16.02

A regular full-time employee who:

- (a) is not scheduled to work on a Paid Holiday shall receive a day's pay at his basic straight time salary provided that he works his last scheduled shift preceding and his first scheduled shift following the Holiday;
- (b) is scheduled to work on a Paid Holiday and fails to do so will receive no pay for the Holiday unless excused by the Hospital;
- (c) is on vacation when a Paid Holiday occurs shall have one (1) day with pay added to his vacation entitlement provided that he works his last scheduled shift preceding and his first scheduled shift following the Holiday unless excused from doing so by the Hospital;
- (d) receives a day off in lieu as described in subsection (a) shall have such day scheduled within sixty (60) days subsequent to the Holiday, on a date to be mutually agreed between the employee and his Supervisor.

16.03

For the purpose of this Article, a Holiday shall be deemed to begin at 2300 hours on the evening preceding the Holiday and to end at 2300 hours on the day of the Holiday.

16.04

For Full-time and Part-time R.N.A.'s, Non-Registered Nursing Assistants, Nursing Aides, Dietary Aides, Dietary Attendants, and Cooks, all scheduling will be waived to the extent necessary to accommodate four (4) consecutive days off in the Christmas Season. These four days will include one of either Christmas or New Year's Day.

ARTICLE #17

VACATIONS

17.01

- (a) 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.
- (b) Where an employee is entitled to three (3) or more weeks' vacation as provided hereof, the first two (2) weeks of vacation shall be allotted to an employee on a consecutive basis and the third, fourth, and fifth weeks at a time acceptable to the Hospital; unless the employee involved requests his vacation in blocks of one week at a time.

- (c) Vacation credits shall accrue in respect to:
 - i) absences due to sickness or compensable accident to a maximum of three (3) months in the calendar year; and
 - ii) absences to a maximum of one (1) month in the vacation year In respect to leave of absence for personal reasons.
- (d) An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- (e) When an employee so requests it, the Hospital will grant vacations of less than five (5) days duration no more than twice in one vacation year.
- (f) Vacation requests received by April 1st for the period May 1st - September 15th inclusive, will be confirmed by the Nursing Office by April 15th provided the request can be accommodated.

All other requests should be made at least six (6) weeks in advance of the vacation start date and they will be confirmed as soon as it is ascertained that they can be accommodated.

Any requests submitted less than six (6) weeks in advance of the vacation start date will be granted subject to scheduling requirements.

ARTICLE #18

SPARE

ARTICLE #19

HEALTH & SAFETY

19.01

The Hospital agrees to sponsor up to two (2) bargaining unit employees to attend one (1) seminar per year on Occupational Health and Safety. Said employee(s) shall be current members of the Hospital's Occupational Health and Safety Committee and the selection of the seminar will be at the Hospital's discretion. The Hospital agrees to pay employee wages and benefits and the Union agrees to pay all related expenses including registration fees, accommodation, travelling and meal allowance.

ARTICLE #20

PAYMENT OF WAGES AND ALLOWANCES

20.01

Errors in Pay

When errors of payment on an employee's pay slip are discovered, they shall be rectified and the employee shall be paid as soon as the Director of Finance and Personnel has had an opportunity to verify the error. The employee involved shall not have to wait until the next pay period for correction of the error, unless mutual agreement between the Hospital and the employee provide for correction at a later date.

20.02

Payment of Wages and Allowances

- (a) "The Hospital shall arrange for payment of salaries and wages at or before 1430 hours every second Thursday. On each pay day, employees shall be provided with an itemized statement of their wages and deductions. Subject to the provisions of subsection (b) below, the wage rates in effect for the duration of this Collective Agreement shall be set forth in Appendix "A" attached to and forming part of this Collective Agreement.
- (b) It is understood and agreed that the provisions of this Collective Agreement are subject to the terms of Memorandum of Understanding entered into in writing between the Union and the Hospital and signed by the parties on the same date as the signing of the Collective Agreement which terms are incorporated in and form part of this Collective Agreement to the same force and extent as if they were contained herein.

ARTICLE #21

SPARE

ARTICLE #22

SPARE

ARTICLE #23

MISCELLANEOUS

23.01

Part-Time Employee

- (a) Part-time employees may work more than twenty-four (24) hours per week on a temporary basis to cover peak workloads, absences due to illnesses, maternity leave, vacations, et cetera. Such vacancies shall not exceed six (6) months in duration unless it is mutually agreed to a longer period by both parties.

- (b) Such part-time employees shall be subject to the terms of the Collective Agreement except Article #13 (Sick Leave), and Article #18 (Benefit Plans).
- (c) In lieu of the above exceptions, temporary full-time employees shall receive benefits in accordance with Article 18.04.
- (d) When the Hospital is aware that the temporary full-time vacancy will be of a period of more than four (4) weeks, the provisions of Article #9.05 - Job-Posting - will then apply.

23.02 Uniforms

The Hospital agrees to maintain its present-policy of supplying and laundering uniforms to Dietary, Housekeeping, and Laundry Departments.

23.03 Time Allowance - Uniform Change

Housekeeping, Laundry, Dietary, Porter/Machine Operator and those Housekeeping personnel assigned to Laundry duties shall have five (5) minutes at the end of their shift to allow for the changing of clothing.

23.04 Bulletin Boards

The Hospital shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees having first obtained the Hospital's approval; such approval which shall not be unreasonably withheld.

23.05 Transportation of Injured Employees

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Hospital.

23.06 Employee Health Review

Pre-employment and annual health review is required of all employees, and shall be conducted by the Staff Health Nurse during regular working hours and is subject to challenge by the employee through his personal physician. Employees will be notified of the results of any medical tests conducted by the Staff Health Nurse.

23.07 Notice of Resignation

All regular full-time employees shall, where possible, give the Hospital at least two (2) weeks' written notice of resignation.

23.08 Hospital/Union Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer and the Recording Secretary of the Union.

23.09 Agreement Printing Costs

The Hospital will share equally with the Union in the cost of printing sufficient copies of this Agreement for distribution to employees and other interested parties.


23.10 Hospital Representatives


Where the words "Chief Executive Officer, Director of Finance and Personnel, or Chief Nursing Officer" appear, it is understood that their designated representatives may be substituted in lieu thereof.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this 18TH day of FEBRUARY 1991.


FOR :


ST. JOSEPH'S HOSPITAL
PARRY SOUND, Ontario






CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #1473





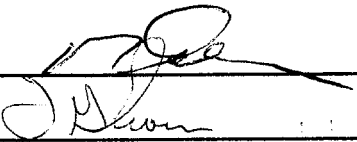


September 29, 1990

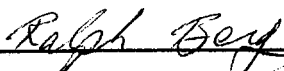
LETTER OF UNDERSTANDING RE SCHEDULES

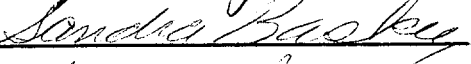
It is understood that core staffing shall continue until such time as it is mutually agreed to change it. Furthermore, it is agreed to maintain the current work schedules until it is mutually agreed to change them.

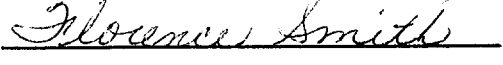
FOR THE HOSPITAL



FOR THE UNION







September 29, 1990

LETTER OF UNDERSTANDING - JOB OUTLINES

Upon written request by an employee, the Hospital agrees to provide that employee with a job outline covering his/her position. Similarly, upon written request, the Hospital will provide the union with a job outline of any position covered by the collective agreement.

It is understood that such job outline will be that which is currently in effect in the hospital and is subject to periodic change at the sole discretion of the hospital.

FOR THE HOSPITAL

[Signature]
[Signature]

FOR THE UNION

Ralph Berg
Sandra Prosky
Florence Smith

September 29, 1990

LETTER OF INTENT


The parties agree that:

- (a) voluntary service, rehabilitation, and work experience programs;
- (b) 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 the collective agreement to discuss these matters.

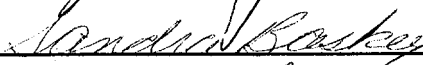
FOR THE HOSPITAL

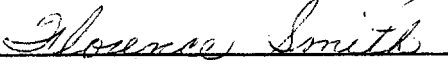


J. D. Slon

FOR THE UNION








74


September 29, 1990

LETTER OF UNDERSTANDING

The Hospital undertakes to conduct a review of the work schedule to establish the feasibility of affording Housekeeping and Laundry personnel four days *off* at either the Christmas or New Year's period as per Article 16.04 Appendix B. of the Collective Agreement.

FOR THE HOSPITAL





FOR THE UNION

