



SOURCE	Hosp.
EFF. DATE	8/09/29
TERM.	9/09/28
No. OF EMPLOYEES	149
NOMBRE D'EMPLOYES	li

COMBINED FULL-TIME/PART-TIME  
COLLECTIVE AGREEMENT

between

WEST NIPISSING GENERAL HOSPITAL  
(hereinafter called the "hospital")

and

CUPE LOCAL 1101

Expires: September 28, 1991

MAY 24 1991

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ARTICLE 1 - PREAMBLE

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

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

1.02 Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 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 non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02                    Part-Time Commitment  
(The following clause is applicable to part-time employees only)

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 basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

ARTICLE 3 - RELATIONSHIP

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 practised 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

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, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

## 5.03

Employee Interview

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

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

## 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 Committee

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 his 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.

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 7 - GRIEVANCE AND ARBITRATION PROCEDURE

## 7.01

For purposes of this Agreement, a grievance is defined as a difference arising between the

parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

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

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

Step No. 1

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

Step No. 2

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

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A new 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

written statement of such grievance is lodged by the employee with the hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

7.07

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

7.08

All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the 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 exceed 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 FILES8.01 Access to Personnel File

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

8.02 Clearing of Record:

A disciplinary action against any employee shall be removed from the employee's record after two (2) years of penalty free conduct have elapsed and shall not be considered by the employer in future decisions affecting the employee.

ARTICLE 9 - SENIORITY9.01 Probationary Period

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

9.02 Definition of Seniority

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

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

Seniority will operate on a bargaining unit wide basis.

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

9.03

Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for 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) calendar months from the time the disability or illness commenced.

9.04

Effect of Absence

(The 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 employees' 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 L.T.D. 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.

#### Information on Postings

Such notice shall contain the following information: classification, qualifications, required knowledge and education, skills, shift,

wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to male and female applicants".

No Outside Advertising

No outside advertising for any vacancy will be placed until the applications of present employees have been fully processed.

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 six (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 cut-back and employees to be laid off.

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

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

#### 9.09

#### Layoff and Recall

In the event of 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 lay-off 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 the 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 lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting

procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

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

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

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

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

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

#### 9.10

##### Benefits on Layoff

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

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

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the month in which the 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 10 - CONTRACTING OUT

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

## ARTICLE 11 - WORK OF THE BARGAINING 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 12 - LEAVES 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 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 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 would have been.

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 (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

Maternity Leave

A female employee who is employed by the Hospital as soon as possible following a pregnancy shall be granted a leave of absence for three consecutive calendar days without loss of regular pay for the regular scheduled hours in which she is employed. The leave shall be granted to a female employee who is employed by the Hospital at the time of the birth of a child, or the death of a spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or sister-in-law or grandparent. The Hospital shall not discriminate against an employee who is not employed by the Hospital at the time of the birth of a child, or the death of a spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or sister-in-law or grandparent. The Hospital shall not discriminate against an employee who is not employed by the Hospital at the time of the birth of a child, or the death of a spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or sister-in-law or grandparent.

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 (a)

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 percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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 date 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 percent (75%) of

her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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 find 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, 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 find 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 up-grading course or seminar related to employment with the Hospital.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01

HOODIP

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

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

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

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:

- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,

- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
  - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board, as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
  - e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

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

Any Medical/Dental Care provisions currently in the agreement shall be removed.

13.02 Injury Pay

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

ARTICLE 14 - HOURS OF WORK

14.01 Daily & Weekly Hours of Work

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

14.02 (a) Rest Periods (FT)  
(This 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

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 PAYMENT15.01 Definition of Regular Straight Time Rate of Pay

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

15.02 Definition of Overtime

All authorized time worked beyond the regular work day, the regular work week, as defined in Article 14.01, or on a holiday or on a regular scheduled day off, shall be considered as overtime.

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

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

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

15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. 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 (.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

ARTICLE 16 - HOLIDAYS16.01 Number of Holidays

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

There shall be twelve (12) holidays and these



holiday 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 a 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 (P/T)  
(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

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 September 29, 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 his 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 September 29, 1989, all part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year on the following basis:

<u>Service for Vacation Entitlement</u>	<u>Amount of Vacation Pay</u>	<u>Vacation Time Off</u>
1,725 hours or more	4 %	2 weeks
3,450 hours or more	6 %	3 weeks
8,625 hours or more	8 %	4 weeks
25,875 hours or more	10 %	5 weeks
43,125 hours or more	12 %	6 weeks

Progression on Vacation Schedule (Part-Time)

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

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 Insured Benefits

(The 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 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, \$15.00 (single) and \$25.00 (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 \$90.00 every 24 months and hearing aid 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 view of the

employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programmes contracted for and in effect for employees covered herein.

18.03

Pension

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

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

18.04

Benefits for Part-Time Employees

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

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.19 - HEALTH & 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 co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02

Protective Footwear

(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) Portering (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 Wages and Classification Premiums

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule B attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement of his wages and deductions.

X

Part-time employees shall receive the wage rate specified in this agreement according to their classification.

Wage schedules A and B shall be adjusted, and retroactivity shall be paid in accordance with the Implementation Agreement dated September 20, 1990.

20.04 Progression on the Wage Grid (part-time)  
(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 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 Sturgeon Falls, Ontario this 19 day of April 1991.

FOR THE LOCAL UNION

Alice Scott  
Michelle Guenette  
Chantal Edmunds  
Cherment Morin  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE HOSPITAL

\_\_\_\_\_  
\_\_\_\_\_  
Juliette S. Denis  
Therese Pilon  
Rafael  
Derek Jones

## APPENDIX ON LOCAL ISSUES

### ARTICLE A - MANAGEMENT RIGHTS

The Union acknowledges that it is the function of the Employer:

- a) to maintain order, discipline and efficiency and to establish and from time to time alter, rules and regulations governing the conduct of employees. Such rules and regulations and any changes thereto shall be communicated to the employees and the Union and shall be posted on all bulletin boards;
- b) to direct the working forces and to decide on the number of employees needed by the Hospital at any time and to decide on the use of new or improved or changed methods and equipment:
- c) to hire, discharge, retire, transfer, promote, demote, suspend, lay-off or otherwise discipline employees, provided that a claim of unjust promotion, demotion, transfer, Lay-off or suspension or a claim that an employee has been discharged or disciplined unjustly may be the subject of a grievance dealt with as herein provided.

### ARTICLE B - RECOGNITION

The Employer recognizes the Canadian Union of Public Employees and its local 1101 as the sole and exclusive collective bargaining agency for all its employees, save and except Professional Medical Staff, Graduate and Registered Nurses, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dietitians, Student Dietitians, Technical Personnel, Executive and Administrative Secretaries, Supervisors, persons above the rank of supervisor.

**ARTICLE C - DUES DEDUCTION AND REMITTANCE AND DUES LISTS**

C-1 The Employer shall deduct from every employee, after thirty (30) days, employment, any monthly dues, initiations, assessments levied, in accordance with the Union Constitution and/or By-Laws and owing by him to the Union.

a) Deductions shall be made monthly and shall be forwarded to the Treasurer of the Local Union not later than the 10th day of the following month, accompanied by a list of names of all employees from whose wages the deductions have been made and the reasons thereof. The Employer shall advise the Local Union of a change of name and/or classification of an employee.

b) In the event that an employee receives no salary on the pay period when Union dues are deducted, said employee will be exempted from paying union dues for that month.

C-2 The Union agrees to defend and hold the Employer completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Hospital has acted wrongfully or illegally in making such check-off deductions.

C-3 Hours Worked (Part-Time Employees)

The Employer shall supply the local Union once a month with a list of all part-time employees including their total hours worked in that month.

**ARTICLE D - CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEES**

D-1 The Employer acknowledges the right of the Union to appoint or otherwise select a steward to represent each of the following areas:

Housekeeping  
Maintenance and Engineering  
Kitchen and Cafeteria  
Nursing Staff  
Office Staff

One of the above shall be the Chief Steward.

- D-2 The Union shall notify the Employer in writing of the name of each Steward and the Department(s) he represents and the Chief Steward before the Employer shall be requited to recognize him.
- D-3 The Stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen. Not more than three (3) members of the said committee shall meet with the Employer at any one time.

#### ARTICLE E - CORRESPONDENCE

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director or his designate and the Secretary of the Union.

#### ARTICLE F - LABOUR-MANAGEMENT RELATIONS

The Union shall supply the Employer with the names of its officers in writing and only those named shall be recognized by the Employer, Similarly, The Employer shall supply the Union with a list of its Supervisory or other Personnel with whom the Union may be required to transact business.

#### ARTICLE G - NEGOTIATING COMMITTEE

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees provided there are not more than two (2) employees from any department, or one (1) employee from departments employing four (4) or less bargaining unit employees.

## ARTICLE H - SENIORITY LISTS

- H-1 Seniority lists shall be amended every six (6) months, January and July. Upon the posting of Seniority lists, employees who have completed their probationary period shall have thirty (30) days in which to file complaints against their seniority standing and if no complaints are filed it is deemed that the seniority lists as posted, are correct.
- H-2 Two (2) separate seniority lists shall be posted by the Hospital, one for full-time employees and the other for part-time employees.
- H-3 Copies of the seniority lists, before and after corrections, shall be supplied to the Union.

## ARTICLE I - HOURS OF WORK

- I-I The following provisions apply to part-time and full-time employees.
- a) Weekends Off  
Days off shall be planned in such a way as to equally distribute weekends off. Employees shall receive a minimum of every *third* weekend off,
- b) Split Shifts  
There shall be no split shifts.
- c) Working Schedule  
The working schedule, including stand-by of each employee, showing the shifts and days off work shall be posted in an appropriate place at least one (1) month in advance.
- d) Days Off  
Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed.

e) Off-Time Between Shifts

When an employee is required by the Hospital to change shifts, sixteen (16) hours shall be allowed 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-hour time allowed for the shift change has expired.

In the case of Dietary Department, the time off will be 12 hours between shifts, so as to allow more consecutive working days for those employees.

f) Shift Change

Shift schedules shall not be changed without the knowledge of the employee. Management reserves the right to reschedule up to forty-eight (48) hours prior to any shift.

g) No employee shall be compelled to work more than eight (8) consecutive shifts unless mutually agreed.

h) Additional Shifts

In addition to the regularly scheduled shift there shall be equal distribution of all additional available shifts amongst part-time employees according to seniority and ability to do the work.

ARTICLE J - HOLIDAYS

J-1 The Employer recognizes the following as paid Holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Queen's Birthday	Thanksgiving Day
3rd Monday In June	Christmas Day
Dominion Day	Boxing Day



J-2 The Employer will recognize as a paid Holiday the employee's birthday. The Holiday will be on the employee's birthday and if he is not scheduled to work on that day, the Holiday will be on the last work day preceding the birthday. With the Employer's permission, this holiday may be taken within three working days of the actual birthday.

J-3 In addition, a paid holiday will be granted between January 1st and Good Friday.

J-4 An employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's Season, unless the employee requests otherwise, except in areas which are not normally required to work on weekends or paid holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15 and January 15. In the event that these dates split a weekend, the whole weekend will be included.

Written requests for time off at either Christmas or New Year's must be submitted by October 1st, and the finalized schedule shall be posted by November 1st.

J-5 (i) An employee scheduled off on a holiday weekend shall have the paid holiday included with her/his weekend off.

If an employee works the holiday weekend, he/she shall also work the paid holiday, unless otherwise mutually agreed.

#### ARTICLE K - ABSENTEEISM AND LATE REPORTS

K-1 Employees shall, unless unavoidably prevented from doing so, give the Employer as much notice as possible of their not reporting for duty. Employees failing to do so shall be liable for a deduction from their pay of an amount equal to any premium pay necessarily paid to an employee to replace him unless a reasonable excuse is given to the Employer for his failure to report.

ARTICLE L - VACATIONS

L-1 For calculation purposes, the vacation year shall be the calendar year, and the cut-off date shall be December 31st of each year.

L-2 Unbroken Vacation Period

Vacations schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Vacations shall commence immediately following an employee's regularly scheduled days off. An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer. Preferred vacation dates shall be granted on the basis of seniority among employees. Employees shall indicate their preference of vacation dates by March 31st in each year.

L-3 All employees shall have the weekend off before and the weekend off after an employee's vacation whenever possible.

ARTICLE M - SICK LEAVE

M-1 To be eligible for sick leave benefits, the employee must advise his Head of Department at least one hour before his regular shift. If such notice is not given, this could result in the loss of the benefits, lest reasonable cause is submitted to the Employer.

M-2 A doctor's certificate shall be required from any employee absent for a period exceeding three (3) days unless specifically dispensed with by the Administrator or designee. Upon returning to work from a prolonged absence due to sickness, the employee will advise the Employer one week in advance. A doctor's certificate can be required by the Administrator following an absence, whatever may be the cause or length thereof.

ARTICLE N - CHEQUES PRIOR TO VACATION TIME

Employees may, upon giving at least three (3) days' notice prior to pay day, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

ARTICLE O - BULLETIN BOARDS

The Employer shall provide space on bulletin boards 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. However, the contents of such notices shall be subject to *the* approval of the Employer or its designated representatives prior to its posting.

ARTICLE P - UNIFORMS

The Employer agrees to maintain the present policy in regard to uniforms.

- a) Upon employment Emergency Medical Attendants will be provided with two jackets, two pairs of pants and four shirts. Every year thereafter, uniform items will be supplied on a replacement basis. However, it is understood that uniform items may be exchanged for a different uniform item upon mutual agreement.
- b) The Hospital agrees to provide overalls for maintenance personnel.

ARTICLE Q - HEALTH EXAMINATIONS

When required by the Administration, *the* employees will submit to a physical examination, stool examination and/or culture, including laboratory tests, X-rays, inoculations and vaccinations, it being understood that the expenses of such shall be borne by the Employer and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time by the Public Hospitals Act, R.S.O. 1972, Ch. 378, and amendments thereof and/or regulations thereto.

ARTICLE R - RETIREMENT

- R-1 Employees shall retire on the first day of the month following the month in which they attain age 65.
- R-2 Employees may be requested to extend their period of employment beyond their period of employment, such arrangement to take place at the mutual consent of the employee and the Employer. Continuity of employment in this case shall be on a monthly basis.

ARTICLE S - NOTICE OF TERMINATION OF EMPLOYMENT

If an employee in the bargaining unit is planning to terminate his services with the Hospital, he must give the Department Head a minimum of two (2) weeks' notice in writing. If this notice is not given or an employee is dismissed for just cause, then the Hospital will be absolved from payment of any benefits on termination, except as required by the Employment Standards Act.

ARTICLE T - MEAL ALLOWANCE

In the event that an employee is required by the Hospital to be out of town at meal time, a meal shall be paid by the Hospital to the amount of \$8.00. The employee must present proof of meal cost for re-imbusement.

All employees working four hours or more beyond his or her regular scheduled shift shall be provided with a hot meal or \$4.00 if the Hospital is unable to provide the hot meal.

ARTICLE U - INSERVICE EDUCATION

Both the Hospital and the Union recognize the value of inservice education. Therefore, the Hospital will endeavour to provide inservice education programmes related to the requirements of the Hospital. Available programmes will be publicized.

IN WITNESS THEREOF the parties have hereunto set their hand  
and seal this 1st day of December 1989.

FOR:

WEST NIPISSING GENERAL HOSPITAL  
Sturgeon Falls, Ontario

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Nicole Pilon

---

Paul Levac

---

Juliette Denis

---

Derek Jones

---

CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 1101, C.L.C.

---

Diane Shank

---

Clement Morin

---

Micheline Guénette

---

Chantal Edmunds

---

Elie Ouellette, Representative

---

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1101

AND

THE WEST NIPISSING GENERAL HOSPITAL

The Hospital and the Union agree that the following clause, applicable to Nursing employees only, will be binding upon both parties for the duration of this agreement.

Vacation schedules shall be posted by February 15th of each year. Vacation time shall be requested by March 15th. A finalized vacation schedule shall be posted by April 15th.

Signed at Sturgeon Falls, Ontario, this 1<sup>st</sup> day of December 1989.

FOR THE HOSPITAL

FOR THE UNION

Juliette & Denis  
Kaufer  
Derek Jones  
Ricardo Pelon

Michelle Grenath  
Chantal Edmunds  
Clement Merin  
Liane Shant  
Elie C. Ouellette

Effective September 29, 1990

		Start	6 Mos.	1 Yr.	2 Yrs.
SENIOR CLERK / Medical Records Technician	Monthly Hourly	2381.380 14.655	2427.130 14.936	2448.905 15.070	2490.526 15.326
GENERAL CLERK / Storekeeper Accounting / Medical Records / Food Production Cook	Monthly Hourly	2335.361 14.371	2381.380 14.655	2401.213 14.777	2438.989 15.009
ORDERLY	Monthly Hourly	2311.952 14.227	2331.772 14.349	2353.547 14.483	2393.238 14.728
JUNIOR CLERK / Ward Clerk / Laboratory / Radiology / E.C.G. Materials Management	Monthly Hourly	2218.510 13.652	2236.724 13.764	2252.402 13.861	2296.235 14.131
PORTER / Housekeeping (male) / S.P.D. / Labourer	Monthly Hourly	2204.736 13.568	2220.711 13.666	2244.441 13.812	2290.178 14.093
N.R.N.A.	Monthly Hourly	2034.149 12.518	2049.842 12.614	2085.674 12.835	2119.308 13.042
MAINTENANCE MAN 'A'-1	Monthly Hourly	2802.592 17.247	2830.888 17.421	2855.326 17.571	2874.618 17.690
MAINTENANCE MAN 'A'-2	Monthly Hourly	2654.682 16.337	2682.977 16.511	2707.415 16.661	2726.708 16.780
MAINTENANCE MAN 'B'	Monthly Hourly	2559.980 15.754	2585.600 15.911	2623.337 16.144	2649.267 16.303
EMERGENCY MEDICAL ATTENDANT	Monthly Hourly	2604.906 16.030	2638.514 16.237	2673.781 16.454	2710.734 16.681

Effective September 29, 1989

		Start	6 Mos.	1 Yr.	2 Yrs.
SENIOR CLERK / Lead Hand S.P.D. / Medical Records Technician	Monthly	2225.589	2268.346	2288.696	2327.594
	Hourly	13.696	13.959	14.084	14.324
GENERAL CLERK / Storekeeper Accounting / Medical Records	Monthly	2182.580	2225.589	2244.124	2279.429
	Hourly	13.431	13.696	13.810	14.027
FOOD PRODUCTION COOK	Monthly	2142.155	2193.927	2221.707	2258.814
	Hourly	13.182	13.501	13.672	13.900
R.N.A. / Orderly / Physiotherapy Aide	Monthly	2160.703	2179.226	2199.577	2236.671
	Hourly	13.297	13.411	13.536	13.764
JUNIOR CLERK / Ward Clerk / Lead Hand C.S.R. / Dietary / Laboratory / Pharmacy / Radiology Materials Management / E.C.G. Admitting / Switchboard Operator	Monthly	2073.374	2090.396	2105.049	2146.014
	Hourly	12.759	12.864	12.954	13.206
PORTER / Housekeeping (male) / Assistant Food Production Cook / S.P.D. / Labourer	Monthly	2060.501	2075.431	2097.608	2140.353
	Hourly	12.680	12.772	12.908	13.171
GENERAL AIDE / Printing	Monthly	2036.280	2051.486	2064.083	2108.931
	Hourly	12.531	12.625	12.702	12.978
N.R.N.A.	Monthly	1901.074	1915.740	1949.228	1980.662
	Hourly	11.699	11.789	11.995	12.189
AIDE / Dietary / Linen / Housekeeping (female)	Monthly	1862.164	1882.526	1902.878	1941.763
	Hourly	11.459	11.585	11.710	11.949
NURSE'S AIDE - C.S.R.	Monthly	1880.724	1904.945	1934.551	1965.973
	Hourly	11.574	11.723	11.905	12.098
MAINTENANCE MAN 'A'-1	Monthly	2619.245	2645.690	2668.529	2686.559
	Hourly	16.118	16.281	16.422	16.533
MAINTENANCE MAN 'A'-2	Monthly	2481.011	2507.455	2530.294	2548.325
	Hourly	15.268	15.430	15.571	15.682
MAINTENANCE MAN 'B'	Monthly	2392.505	2416.449	2451.717	2475.950
	Hourly	14.723	14.870	15.087	15.237
EMERGENCY MEDICAL ATTENDANT	Monthly	2434.492	2465.901	2498.861	2533.396
	Hourly	14.981	15.175	15.378	15.590



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* CUPE PAY EQUITY ADJUSTMENTS						
* EFFECTIVE JANUARY 1, 1991		START	6 MO	1 YR	2 YR	•
* LEAD HAND SPD	Monthly	2458.795	2506.031	2528.514	2571.488	*
	Hourly	15.131	15.422	15.560	15.825	*
* R.N.A.	Monthly	2390.164	2410.654	2433.166	2474.200	*
•	Hourly	14.709	14.835	14.973	15.226	*
* LEAD HAND C.S.R.	Monthly	2343.254	2362.492	2379.051	2425.349	*
	Hourly	14.420	14.538	14.640	14.925	*
* SWITCHBOARD OPERATOR	Monthly	2296.738	2315.593	2331.824	2377.203	*
	Hourly	14.134	14.250	14.350	14.629	•
* DIET CLERK	Monthly	2296.738	2315.593	2331.824	2377.203	•
	Hourly	14.134	14.250	14.350	14.629	*
* ADMITTING CLERK	Monthly	2296.738	2315.593	2331.824	2377.203	*
	Hourly	14.134	14.250	14.350	14.629	*
* PHARMACY CLERK	Monthly	2296.738	2315.593	2331.824	2377.203	*
	Hourly	14.134	14.250	14.350	14.629	•
* ASSISTANT COOK	Monthly	2282.684	2299.223	2323.793	2371.146	*
	Hourly	14.047	14.149	14.300	14.592	*
* AIDE / Dietary / Linen / Housekeeping (female)	Monthly	2082.276	2105.045	2127.802	2171.284	*
	Hourly	12.814	12.954	13.094	13.362	*
* NURSE'S AIDE - C.S.R.	Monthly	2096.787	2123.790	2156.798	2191.829	*
	Hourly	12.903	13.069	13.273	13.488	*
* PHYSIOTHERAPY AIDE	Monthly	2356.149	2376.348	2398.539	2438.989	•
	Hourly	14.499	14.624	14.760	15.009	*
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Effective September 29, 1990

		Start	6 Mos.	1 Yr.	2 Yrs.
LEAD SPD	Monthly	2417.965	2464.418	2486.527	2528.787
	Hourly	14.880	15.166	15.302	15.562
FOOD PRODUCTION COOK	Monthly	2335.361	2381.380	2401.213	2438.989
	Hourly	14.371	14.655	14.777	15.009
R.N.A.	Monthly	2348.914	2369.051	2391.173	2431.499
	Hourly	14.455	14.579	14.715	14.963
LEAD HAND C.S.R.	Monthly	2255.477	2273.993	2289.933	2334.496
	Hourly	13.880	13.994	14.092	14.366
SWITCHBOARD OPERATOR	Monthly	2255.483	2274.000	2289.939	2334.502
	Hourly	13.880	13.994	14.092	14.366
DIET CLERK	Monthly	2255.483	2274.000	2289.939	2334.502
	Hourly	13.880	13.994	14.092	14.366
ADMITTING CLERK	Monthly	2255.483	2274.000	2289.939	2334.502
	Hourly	13.880	13.994	14.092	14.366
PHARMACY CLERK	Monthly	2255.483	2274.000	2289.939	2334.502
	Hourly	13.880	13.994	14.092	14.366
ASSISTANT COOK	Monthly	2241.576	2257.818	2281.945	2328.445
	Hourly	13.794	13.894	14.043	14.329
PRINTING AIDE	Monthly	2204.736	2220.711	2244.441	2290.178
	Hourly	13.568	13.666	13.812	14.093
AIDE / Dietary / Linen / Housekeeping (female)	Monthly	2034.356	2056.601	2078.833	2121.315
	Hourly	12.519	12.656	12.793	13.054
NURSE'S AIDE - C.S.R.	Monthly	2048.984	2075.372	2107.627	2141.860
	Hourly	12.609	12.772	12.970	13.181
PHYSIOTHERAPY AIDE	Monthly	2348.920	2369.057	2391.180	2431.507

EQUITY - 1990  
Effective January 1, 1990

		start	6 Mos.	1 Yr.	2 Yrs.
LEAD HAND SPD	Monthly Hourly	2259.780 13.906	2303.194 14.173	2323.857 14.301	2363.352 14.544
FOOD PRODUCTION COOK	Monthly Hourly	2182.580 13.431	2225.589 13.696	2244.124 13.810	2279.429 14.027
R.N.A.	Monthly Hourly	2195.247 13.509	2214.066 13.625	2234.741 13.752	2272.429 13.984
LEAD HAND C.S.R.	Monthly Hourly	2107.922 12.972	2125.227 13.078	2140.124 13.170	2181.772 13.426
SUITCHBOARD OPERATOR	Monthly Hourly	2107.928 12.972	2125.234 13.078	2140.130 13.170	2181.778 13.426
DIET CLERK	Monthly Hourly	2107.928 12.972	2125.234 13.078	2140.130 13.170	2181.778 13.426
ADMITTING CLERK	Monthly Hourly	2107.928 12.972	2125.234 13.078	2140.130 13.170	2181.778 13.426
PHARMACY CLERK	Monthly Hourly	2107.928 12.972	2125.233 13.078	2140.130 13.170	2181.778 13.426
ASSISTANT COOK	Monthly Hourly	2094.931 12.892	2110.110 12.985	2132.659 13.124	2176.117 13.391
PRINTING AIDE	Monthly Hourly	2060.501 12.680	2075.431 12.772	2097.608 12.908	2140.353 13.171
AIDE / Dietary / Linen / Housekeeping (female)	Monthly Hourly	1901.267 11.700	1922.057 11.828	1942.835 11.956	1982.537 12.200
NURSE'S AIDE = C.S.R.	Monthly Hourly	1914.938 11.784	1939.600 11.936	1969.745 12.122	2001.738 12.318
PHYSIOTHERAPY AIDE	Monthly	2195.252	2214.072	2234.748	2272.436

Effective January 1, 1990

		Start	6 Mos.	1 Yr.	2 Yrs.
LEAD HAND SPD	Monthly	2092.389	2132.587	2151.719	2188.289
	Hourly	12.876	13.124	13.241	13.466
FOOD PRODUCTION COOK	Monthly	2020.907	2060.731	2077.893	2110.582
	Hourly	12.436	12.681	12.787	12.988
R.N.A.	Monthly	2032.636	2050.061	2069.205	2104.101
	Hourly	12.509	12.616	12.734	12.948
LEAD HAND C.S.R.	Monthly	1951.780	1967.803	1981.596	2020.159
	Hourly	12.011	12.110	12.194	12.432
SWITCHBOARD OPERATOR	Monthly	1951.785	1967.809	1981.602	2020.165
	Hourly	12.011	12.110	12.194	12.432
DIET CLERK	Monthly	1951.785	1967.809	1981.602	2020.165
	Hourly	12.011	12.110	12.194	12.432
ADMITTING CLERK	Monthly	1951.785	1967.809	1981.602	2020.165
	Hourly	12.011	12.110	12.194	12.432
PHARMACY CLERK	Monthly	1951.785	1967.809	1981.602	2020.165
	Hourly	12.011	12.110	12.194	12.432
ASSISTANT COOK	Monthly	1939.751	1953.806	1974.684	2014.923
	Hourly	11.937	12.023	12.152	12.400
PRINTING AIDE	Monthly	1907.871	1921.695	1942.230	1981.808
	Hourly	11.741	11.826	11.952	12.196
AIDE / Dietary / Linen / Housekeeping (female)	Monthly	1760.432	1779.682	1798.921	1835.682
	Hourly	10.833	10.952	11.070	11.297
NURSE'S AIDE - C.S.R.	Monthly	1773.091	1795.926	1823.838	1853.461
	Hourly	10.911	11.052	11.224	11.406
PHYSIOTHERAPY AIDE	Monthly	2032.641	2050.067	2069.211	2104.107
	Hourly	12.509	12.616	12.734	12.948