

154 Emp

Unit No. 20A

SOURCE	Union		
EFF.	11	16	11
TERM.	93	10	10
No. OF EMPLOYEES	154		
NOMBRE D'EMPLOYÉS	154		

COLLECTIVE AGREEMENT

BETWEEN

THE ST. CATHARINES GENERAL HOSPITAL

- AND -

SERVICE **EMPLOYEES** INTERNATIONAL **UNION**
 LOCAL 204
 A.F. OF L., C.I.O., C.L.C.,
 (PART-TIME SERVICE AGREEMENT)

EXPIRY: OCTOBER 10 1993

OCT 27 1993

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THIS AGREEMENT, made **and** entered into

BETWEEN :

THE ST. CATHARINES GENERAL HOSPITAL
(hereinafter called "The Hospital")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F. of L., - C.I.O. - C.L.C.
Chartered by the Service Employees International Union
(hereinafter called "The Union")

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties hereto that this Agreement shall:

- (a) protect and continue to improve the interest of the employees and the Hospital;
- (b) provide for the prompt and peaceful adjustment of differences which **may** arise between employees and the Hospital;
- (c) ensure harmonious and efficient operation of the Hospital as a public service institution intended to provide the adequate hospital and clinical services to the general public; and
- (d) set forth the rates of pay, hours of work and other conditions of employment **to** be observed by the parties.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the bargaining agent for all employees of The St. Catharines General Hospital in St. Catharines, Ontario, regularly **employed** for not more than twenty-four hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, professional staff, office, clerical and technical staff and persons covered by subsisting agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employee, which rules and regulations are primarily designed to safeguard the interests of the patients of the Hospital;
- (b) hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) generally to operate the Hospital in an efficient manner consistent with the obligations of the Hospital to the general public in the community served.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

4.02 Regular Part-time Employees

A "regular part-time employee" is one who is employed to work on regularly scheduled shifts, pre-determined on a permanent basis. Such an employee who is unable to meet his commitment will be transferred to casual part-time status,

4.03 Casual Part-time Employees

A "casual part-time employee" is one who is employed on a relief or replacement basis and his schedule is not predictable or predetermined and may be changed.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

As a condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay ~~€~~ for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

5.02 Interview Period

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee for 15 minutes once upon the completion of his probationary period for the purpose of informing such employee of the existence of the Union in the Hospital, and presenting such employee with a copy of the Union Agreement.

5.03 Employee Lists

- (a) The Hospital shall indicate on the Check-Off List each month the names, addresses and Social Insurance Numbers of the persons to be interviewed and shall designate the time and place for each interview, the duration of which shall not exceed ten minutes. The interview shall take place on the Hospital's premises in a room designated by the Hospital, and the employee shall, as a condition of employment, report to this room for interview during the interview period unless sick or on day off, in which event arrangements will be made by the Union.
- (b) The Hospital shall supply the Union with a set of seniority lists by departments in January of each year,

showing employees' names alphabetically, sex (for information purposes only) and their number of hours worked; and up-to-date information of any interim seniority changes will be available to the Chief Steward at the Human Resources Office during regular day-time hours. In July of each year a list of terminations and hirings will be provided.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union, and that if such action should be taken by employees, the Union will instruct the said employees to return to work and perform their usual duties, and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance or, in the case of negotiations, to resort to the Hospital Labour Disputes Arbitration Act.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than 3 employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.,

7.02 Union Stewards

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

- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function,
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward **shall again** report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The Hospital acknowledges the right of the Union to appoint or otherwise select: four Stewards, as set out in Schedule "B". In the absence of a part-time Steward the full-time Steward for that area will be responsible. The Chief Steward of the full-time unit will serve in the same capacity for the part-time unit. An employee must have completed his probationary period in order to qualify as a Steward.
- (g) Regular monthly meetings between the Grievance Committee and management will be held on a date and time to be mutually arranged between the parties, if requested by either party for the consideration of grievances not settled at the Department Director's level of the grievance procedure and for discussion of other matters concerning the interpretation or application of this Agreement. The party requesting such meeting shall advise the other party and present an agenda at least five days prior to the scheduled date of such meeting. It is agreed that a General Representative of Local 204 may, by mutual agreement between the parties, act as a member of the above Committee.

(h) Nursing Committee

A part-time employee may replace a full-time employee on the Nursing Committee.

7.03 Not applicable.

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of 2 members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) Two representatives from the part-time employees may serve on the Negotiating Committee with the full-time employees when negotiating locally.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right,

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

Where the Hospital deems it necessary to suspend or discharge **an** employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.

8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until **he** has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires,

Such complaint shall be discussed with his immediate supervisor within five (5) **days** after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then **be** taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement, then:

Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the Union steward shall submit the written grievance to his Department Director, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented **to** him.

This step may be omitted where the employee's immediate supervisor and Department Director are the same person. Failing settlement, then:

Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance **shall** be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not *be* thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately they may present a group grievance, in writing identifying each employee who is grieving, to the Department Director, or his designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at Step 3 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in discharging the employee or;

- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a Chairman within a period of ten (10) days of the appointment of the second nominee, they shall **then request** the Minister of Labour for **the** Province of Ontario to appoint a chairman.

8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt **to** negotiate or settle the grievance.

8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the

fees and expenses, if any, of the Chairman of the Arbitration Board.

8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 working hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may *be* extended. Any extension agreed to will be in writing and will specify the length of **the** extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule, all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

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

9.03 Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under the Collective Agreement expiring November 15, 1985.

9.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

ARTICLE 10 - JOB SECURITY

10.01(a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:

(i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings,

preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

10.02 Notice of Layoff

(a) Union

There shall be at least three months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a layoff of a permanent or longterm nature, the Hospital will provide affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

10.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an

employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the **notice** as severance pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks; on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential. Layoffs in the unit.

(c) A full-time employee who has completed one year of service and

(i) whose layoff is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two weeks' pay or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement **shall** not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished,

10.04 Regional Staff Planning Committee

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure, composition and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

10.05 Layoff and Recall

- (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: 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.

In the event that there are no employees with Lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) **An** employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) 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.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) 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.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- (h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) 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.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday, and holidays. All applications are to be made in writing within the posting period.

11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under Article .01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern provided the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other SEIU service bargaining units at the Hospital will be considered or such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

ARTICLE 12 - NO CONTRACTING OUT

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

12.02 Subcontracting

On request by the Union, the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining

unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

Prior to enlisting the services of an employment agency, the hospital will attempt to contact part-time staff who would normally perform the duties in question.

13.03 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three weeks prior to the initiation of such a drive.

13.04 Ratio of R.N.'s to R.N.A.'s

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the

reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 Technolgocial Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.

14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of 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 operations. The Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

14.04 Employees with one (1) 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 set out above and the requirements of the applicable legislation.

14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Hospital shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Hospital and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An Employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

15.02 Education Leave

- (a) If required by the 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.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Hospital will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the hospital shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital, the employee shall not lose regular pay for scheduled hours of work because of such attendance provided that the employee:

- (a) notifies the hospital immediately of 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.
- (d) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement.
- (e) 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.
- (f) Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

(d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employees normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy 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.

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof,
- (e) Effective November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a

maximum period of ten (10) 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Not applicable.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

- (d) With regard to such leave of absence as in (a) above, the Hospital will continue to pay the Employee his regular wages with normal deductions for such period and will invoice the Union for such gross wages. The Union will reimburse the Hospital for such wages paid.
- (e) The request will not involve more than four employees at any one time and not more than one employee from any one department.
- (f) No leave of absence will be for a period in excess of one week and all such leaves will total not more than three weeks in any one calendar year.

15.08 Personal Leave

- (a) An Employee may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of time not to exceed two months, provided that such leave may be arranged without undue inconvenience to the Hospital. Except in emergencies, applications for leaves of absence must be made in writing at least four weeks in advance of such leave.
- (b) An employee who takes other employment during a leave of absence shall be deemed to have terminated his employment.
- (c) Personal leaves of absence for vacation purposes shall not be granted during the months of July and August.
- (d) An employee who is absent due to illness or accident for a period of longer than seven consecutive days and whose date of return has not been established shall give the Hospital at least twenty-four hours notice of intention to return to work.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) It is mutually understood that the statement of the normal hours of work herein is not a guarantee that work will be provided, nor that the departmental schedule of hours of work will not be changed as found necessary by the Hospital in the interest of efficiency or economy. The Hospital will not change hours of work on a day to day basis for the purpose of avoiding overtime.
- (b) The regular work week for temporary employees shall average not more than thirty-seven and one-half hours for each employee during a bi-weekly period;

- (c) Except in the case of an emergency (and exclusive of the effect of an exchange of shifts between two employees for personal convenience), no employee shall be scheduled to work more than seven consecutive days without being given two or more days off work;
- (d) Casual part-time employees shall be offered work on an equal basis within their classification.

16.02 Rest Periods

- (a) The Hospital shall arrange for each employee to have a fifteen minute paid rest period on completion of each three and three quarter hours of work.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Not applicable

16.04 Lunch Period

A minimum of one half hour unpaid lunch period shall be scheduled by the Hospital for each employee scheduled to work five hours or more. If an employee is assigned work during his lunch period, the Hospital will make good any loss he suffers with regard to his time and his meal.

16.05 Wash-Up Time

Each Employee shall be granted five minutes of wash-up time immediately prior to the end of each shift. This is not intended to mean that an employee will leave a task in an unfinished state in order to take advantage of this privilege. In case of abuse this privilege may be withdrawn.

16.06 Daylight Saving Time to Standard Time

The amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of change from Daylight Saving Time to Standard Time and vice versa.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

Employees will be paid at the rates outlined in Schedule "A" which is part of this Agreement.

17.02 Overtime Premium

- (a) Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (c) Call-back shall not be considered as hours worked for purposes of this Article.
- (d) Overtime premium will not be duplicated or 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.

17.03 Reporting Pay

When work is not available due to circumstances beyond the control of the Hospital, or unless the Hospital has given the employee not less than four hours prior notice not to report to work, an employee who reports for work for a scheduled shift shall be paid one-half of the hours he was scheduled to work.

17.04 Standby

- (a) An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby.
- (b) Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

17.05 Call Back

An employee who is called in and reports for work shall receive pay for the scheduled hours provided that the called in employee reports for work within one hour of the time so notified to report **for** work. Failure to report within the hour shall result in the employee only being paid for actual time worked.

17.06 Shift Premium

Employees shall be paid retroactive to October 11, 1987 a shift premium of forty-five cents (45 cents) per hour for all

hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours,

17.07 Responsibility Outside the Bargaining Unit

When the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of ,three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Not applicable.

17.09 Not applicable.

17.10 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2300 hours Friday to 2300 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

- (a) When an employee is required to and does work for three or more hours of overtime after his normal shift he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide a meal or has been unable to schedule a meal break during the overtime period.
- (b) Notwithstanding the foregoing, where the overtime assignment is for a period of three hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

18.02 Uniform Allowance

- (a) Where the Hospital requires uniforms to be worn they shall be supplied, repaired and laundered by the Hospital. The number and quality of uniforms will be at the discretion of the Hospital.

- (b) Employees must report for work at their designated starting time in uniform and remain in uniform for the full working shift.
- (c) It is mutually agreed that employees will not wear their uniforms off the Hospital premises outside of normal working hours.
- (d) New employees will deposit the cost of three uniforms at the time of their hiring. This deposit will be returnable upon termination with any deduction that the Hospital feels reasonable for abnormal wear or willful destruction.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The 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 (1) 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 & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their ,current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

- (a) The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.
- (b) Effective June 2nd, 1986 and on that date for each subsequent year, the Hospital will provide \$30.00 per year to each employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01(a) If a part-time employee is required to work on any of the holidays listed in Article 20.01(b) the employees shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.

(b) The following days shall be recognized as holidays with pay: New Years, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, 2nd Monday in November, Christmas Day, Boxing Day and 3rd Monday in February.

20.02 A Paid Holiday will be observed on the third Monday in February or in the event that Heritage Day or some other day is proclaimed as a Statutory Holiday by the Government of the Province of Ontario, such day shall be substituted for the third Monday in February.

ARTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

Subject to maintaining any superior conditions concerning vacation entitlement, vacation entitlement shall be as follows:

- (a) A part-time employee who has completed less than 5,175 hours of continuous service as of September 30th shall receive 4% of gross earnings.
- (b) A part-time employee who has completed 5,175 hours but less than 13,800 hours of continuous service as of September 30th shall receive 6% of gross earnings.
- (c) Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990 the service requirement for 6% of gross earnings shall be 3450 hours of continuous service.
- (d) A part-time employee who has completed 13,800 hours but less than 25,875 hours of continuous service as of September 30th shall receive 8% of gross earnings.
- (e) Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for 8% of gross earnings shall be 8625 hours of continuous service.

- (f) A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of September 30th shall receive 10% of gross earnings.
- (g) A part-time employee who has completed 43,125 hours of continuous service or more as of September 30th shall receive 12% of gross earnings.
- (h) For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.
- (i) Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.
- (j) Time off for vacations for regular part-time employees will be granted by the Hospital when operational requirements permit. Such employees must submit their written requests by April 1st each year.
- (k) An employee who has successfully bid for a job posting under the job posting procedure who transfers from one department to another and where vacation schedules have been completed for that year, may not exercise his seniority rights for vacation purposes for that year.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

22.01 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 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

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

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the

Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

- 24.01(a) Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.
- (b) Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.
- (c) Employees hired prior to October 10, 1986 will be credited with the service they held under the Collective Agreement expiring November 15, 1985.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying posi-

tion in the bargaining unit, for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or 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,
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

Where an employee is temporarily assigned to perform the duties of a lower paying position in the bargaining unit he shall;

(i) be paid at the maximum rate of the lower classification if this rate is lower than the rate he is currently receiving, or;

(ii) be paid at his current rate if the maximum rate of his temporary assignment is lower than the rate he is currently receiving.

ARTICLE 26 - R.N.A. CERTIFICATE

26.01 A Registered Nursing Assistant is required to present to the Director of Nursing her current Certificate of Competence by February 15th of each year, Should the Certificate not have been produced by February 15th, that employee will be re-classified as a Non-Registered Nursing Assistant paid at the maximum rate until such time as she produces her Certificate of Competence.

ARTICLE 27 - RELATIONSHIP

27.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 28 - REGULAR ATTENDANCE AT WORK

28.01 The Hospital and the Union jointly recognize that it is the responsibility of each employee to be regular in his attendance at work so that orderly schedules may be maintained without requiring overtime or causing undue inconvenience to other employees.

28.02 Unjustified irregularity of attendance or lateness on the part of any employee shall render him liable for disciplinary action, which may range from equivalent monetary deduction up to dismissal from employment or flagrant or habitual violations of this rule.

ARTICLE 29 - BULLETIN BOARDS

29.01 The Hospital will provide bulletin boards for the posting of Union notices. All such notices shall be submitted by the Union to the Director of Human Resources before posting.

ARTICLE 30 - PAY DAYS

30.01 The Hospital agrees that wages shall be paid on a regular pay day each two weeks except when interfered with by the occurrence of a Paid Holiday. In this case regular pay day may be delayed one day.

30.02(a) Employees will be paid during working hours on the regular pay day, except when interfered with by regular days off, in which case pay cheques will be available on the day prior to regular pay day if requested.

(b) Employees who are on the night shift ending at 0700 hours of pay day will be able to receive their pay cheques before going off duty if they have previously made such a request.

ARTICLE 31 - AGREEMENTS

31.01 The cost will be shared equally between the Hospital and the Union.

ARTICLE 32 - DURATION

32.01 This Agreement shall continue in effect until October 10th, 1993 and shall remain in effect year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

32.02 In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin within fifteen days following such notification.

32.03 If, pursuant to such negotiations, an agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation or arbitration procedures as prescribed under the Ontario Labour Relations Act and/or the Ontario Hospital Labour Disputes Arbitration Act, 1965.

32.04(a) Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining,

either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six calendar months nor later than three calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen days thereafter for the purpose of bargaining on local matters.

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

- (b) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one representative from the bargaining unit shall be entitled to leave of absence to attend either the central negotiations (including caucuses) or only the central Union caucuses (including reasonable travel time).

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committees.

Leave for attendance at the central union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

IN WITNESS WHEREOF, the Hospital and the Union have caused their presents to be executed on their duly authorized representative at St. Catharines, Ontario on the 5th day of August 1995.

THE ST. CATHARINES GENERAL
HOSPITAL

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Randa P. Mignin

[Signature]

Nancy Ann Hull

[Signature]

TS/DL

SCHEDULE "A"

	Oct. 11, 1991		Jan. 1, 1992	
	Base	Max.	Base	Max.
	(Pay Equity Adj.)			
HOUSEKEEPING				
Aide	13.423	13.652	13.761	13.990
Needleworker	13.716	13.945	13.904	14.131
Porter	13.904	14.131	13.904	14.131
Project Porter	14.269	14.500	14.269	14.500
MAINTENANCE				
Journeyman	18.338	18.583	18.338	18.583
Maintenance A	16.957	17.202	16.957	17.202
Maintenance B	16.663	16.906	16.663	16.906
Maintenance C	15.689	15.933	15.689	15.933
Groundskeeper	16.003	16.250	16.003	16.250
DIETARY				
Cook	15.553	15.797	15.553	15.797
Storekeeper	14.131	14.360	14.131	14.360
Cook's Helper	14.095	14.325	14.095	14.325
Dish & Pot Washer	13.904	14.131	13.904	14.131
Dietary Helper	13.468	13.698	13.806	14.036
LAUNDRY				
Washer	14.176	14.408	14.176	14.408
Linen Pick-up	13.904	14.131	13.904	14.131
Presser	13.716	13.945	13.904	14.131
Linen Worker	13.716	13.945	13.904	14.131
General Hand	13.423	13.652	13.761	13.990
Linen Sorter	13.331	13.560	13.669	13.898
LABORATORY				
Lab Attendant	14.446	14.678	14.446	14.678
MATERIAL MANAGEMENT				
Printer	15.998	16.254	15.998	16.254
Storekeeper	16.003	16.250	16.003	16.250
C.S.R. Aide	13.835	14.037	14.173	14.375
REHABILITATION SERVICES				
Physiotherapy Asst	13.652	13.854	13.904	14.131
NURSING				
Orderly 1st Class	14.398	14.631	14.398	14.631
Orderly 2nd Class	14.095	14.325	14.095	14.325
Orderly 3rd Class	13.904	14.131	13.904	14.131
O.R., Labour/Delivery Aide	13.745	13.945	13.904	14.131
N.R.N.A.	13.652	13.854	13.904	14.131
Ward Secretary	13.652	13.854	13.990	14.192

R.N.A.

October 11, 1991			January 1, 1992		
BASE	1 YEAR	2 YEAR	BASE	1 YEAR	2 YEAR
14.908	15.043	15.194	15.246	15.381	15.532

SCHEDULE "A"

	Oct. 11, 1992		Jan. 1, 1993	
	Base	Max.	Base	Max.
	(Pay Equity Adj.)			
HOUSEKEEPING				
Aide	14.036	14.270	14.182	14.414
Needleworker	14.182	14.414	14.182	14.414
Porter	14.182	14.414	14.182	14.414
Project Porter	14.554	14.790	14.554	14.790
MAINTENANCE				
Journeyman	18.705	18.955	18.705	18.955
Maintenance "A"	17.296	17.546	17.296	17.546
Maintenance "B"	16.996	17.244	16.996	17.244
Maintenance "C"	16.003	16.252	16.003	16.252
Groundskeeper	16.323	16.575	16.323	16.575
DIETARY				
Cook	15.864	16.113	15.864	16.113
Storekeeper	14.414	14.647	14.414	14.647
Cook's Helper	14.377	14.612	14.377	14.612
Dish & Pot Washer	14.182	14.414	14.182	14.414
Dietary Helper	14.082	14.317	14.182	14.414
LAUNDRY				
Washer	14.460	14.696	14.460	14.696
Linen Pick-up	14.182	14.414	14.182	14.414
Presser	14.182	14.414	14.182	14.414
Linen Worker	14.182	14.414	14.182	14.414
General Hand	14.036	14.270	14.182	14.414
Linen Sorter	13.942	14.176	14.182	14.414
LABORATORY				
Lab Attendant	14.735	14.972	14.735	14.972
MATERIAL MANAGEMENT				
Printer	16.318	16.579	16.318	16.579
Storekeeper	16.323	16.575	16.323	16.575
CSR Aide	14.456	14.663	14.735	14.972
REHABILITATION SERVICES				
Physiotherapy Asst	14.182	14.414	14.182	14.414
NURSING				
Orderly 1st Class	14.686	14.924	14.686	14.924
Orderly 2nd Class	14.377	14.612	14.377	14.612
Orderly 3rd Class	14.182	14.414	14.182	14.414
O.R, Labour/Delivery Aide	14.182	14.414	14.182	14.414
N.R.N.A.	14.182	14.414	14.182	14.414
Ward Secretary	14.270	14.476	14.735	14.972

R.N.A.

October 11, 1992			January 1, 1993		
BASE	1 YEAR	2 YEAR	BASE	1 YEAR	2 YEAR
15.551	15.689	15.843	15.821	15.959	16.113

LETTER OF INTENT

Re: Liability Insurance

Upon request of the Local Union, and with reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

LETTER OF UNDERSTANDING

- I. First consideration for temporary full-time positions will be given to qualified part-time employees in the department where the vacancy exists, in accordance with seniority and who have submitted their application to the Human Resources Department for temporary full-time employment. Such application will be kept on file for six months.
- II. Following an opening inventory for staff new to the Maintenance Department, the Hospital will continue to replace tool-box tools used by such employees which can be shown to have been stolen or irreparably damaged during the course of hospital work. Such tools will be replaced at the discretion of the Hospital by tools of reputable quality.
- III. The Hospital will comply with all reasonable requests from the Union to provide Job Descriptions for bargaining unit employees.
- IV. Notwithstanding any other provisions of the collective agreement the parties agree without prejudice that there are a number of classifications which are "entry level" in our collective agreement. The Hospital has determined that the entry level positions are Housekeeping Aide and Porter, Dietary Helper and Dish and Pot Washer, Linen Pick-up, General Hand and Linen Sorter.

Should a vacancy be posted for one of these seven classifications, the Hospital will be interviewing only the most senior applicant. If the most senior applicant cannot perform the job due to physical ability, then the next senior applicant will be interviewed until a selection is made. All other applicants will be advised as to who the successful applicant was for the posted position.

Notwithstanding Article 10.14, the classifications of Linen Sorter, General Hand, Dietary Helper and Housekeeping Aide shall be considered identical for layoff purposes.

SCEDHULE "A"

The following notes are applicable in all stages of Schedule A.

The "base" rate is the starting rate and the "max" rate is the rate following 1,725 hours worked on that job, except the Journeyman classification where the "max" rate is the rate following 863 hours on that job.

A Laboratory Attendant who shall not work less than 25% of his time in the Morgue and be available for service over weekends shall receive a premium of twenty-five dollars per month. The Laboratory Attendant, upon completing and passing the Certified Morgue Attendants' Course, shall receive the additional ten dollars per month.

SCHEDULE B

Union Stewards - Representation

One steward in each of the following departments;

- Food Services
- Housekeeping
- 'Laundry
- Nursing

MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

This letter is to confirm the parties understanding that:

1. The 11:00 a.m. to 7:00 p.m. shift would **not** be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on
3. Hospitals who were paying a shift premium on the 11:00 a.m. to 7:00 p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October 11, 1987.

Signed at Toronto this *5th* day of *Aug* 19*83*.

FOR THE HOSPITAL

FOR THE UNION

Jack Doyle

David Dennis
Valerie Casella

MEMORANDUM OF UNDERSTANDING

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

pursuant to the award of the Mitchnick board dated November 18, 1992, **the Board will** remain seized of any dispute between the parties regarding the implementation **of** Article 10.01 and 10.04 **while** the terms of this collective agreement remain in effect.

Signed at Toronto this 9th day of June, 1993 RL

FOR THE PARTICIPATING LOCAL UNION/FOR THE PARTICIPATING HOSPITALS

[Signature]

[Signature]

[Signature]

[Signature]

Linda Hattie Naine

[Signature]

[Signature]

[Signature]