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COLLECTIVE AGREEMENT

(PART-TIYE BARGAINING UNIT)

B E T W E E N :

THE ST. THOMAS-ELGIN GENERAL HOSPITAL
ST. THOMAS, ONTARIO

- AND -

LONDON AND DISTRICT SERVICE WORKERS' UNION

LOCAL 220

Agreement Expiry Date January 18, 1990

MAR 17 1993

ENTERED
(7784(02))

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COLLECTIVE AGREEMENT

BETWEEN:

THE ST. THOMAS-ELGIN GENERAL HOSPITAL
St. Thomas, Ontario

(hereinafter called the "Employer")

OF THE ONE PART

- AND -

LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220
a voluntary union of employees affiliated with the A.F. of L.

- C.I.O. - C.L.C. and the SERVICE EMPLOYEES'
INTERNATIONAL
UNION, Representing certain employees of the Employer,
(hereinafter called the "Union")

OF THE OTHER PART

WHEREAS the Union is the bargaining agent for a bargaining unit of employees referred to in a certain Certificate issued by the Ontario Labour Relations' Board on the seventh (7th) day of June 1977;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE:

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

ARTICLE 2 - BARGAINING UNIT:

2.01 For the purpose of this Agreement, the term "employee" or "employees" shall mean only those employees of The St. Thomas-Elgin General Hospital at St. Thomas regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons employed for the vacation period save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor and office and security staff.

2.02 (a)

Where a full-time bargaining unit employee is absent from work for an extended period of time for any reason, including maternity/adoption leave and workers' compensation, or where bargaining unit work becomes available on a special non-recurring project basis for a period of time not to exceed six (6) months, and the Employer wishes to have a part-time bargaining unit employee or a series of part-time bargaining unit employees work full-time hours on a temporary basis to cover for the **absence**, or the project, **as** the case may be, the Associate Executive Director, Human Resources of the Hospital or his designate and the Union Chairperson or his designate will meet to discuss the Employer's proposal. The Union agrees that it will not unreasonably withhold its consent to the proposal. Where both parties agree to the proposal, it will be implemented, and the part-time bargaining unit employee or employees who are scheduled to work the full-time hours during the course of the absence, or the project, as the case may be, will continue to be covered under the terms of the part-time bargaining unit Collective Agreement. In each case a Letter of Understanding confirming these arrangements will be signed by the Associate Executive Director, Human Resources of the Hospital or his designate and the Chairperson of the Union or his designate. The term of six (6) months for the project may be extended by mutual agreement of the Union and Employer.

- (b) The selection of the part-time bargaining unit employee or series of employees as the case may be, who are to work the full-time hours as agreed to in Article 2.02(a) above will be made by the Employer

after consultation with the Union Committee Chairperson.

- (c) In the event no qualified part-time bargaining unit employee is interested in working full-time hours on a relief basis to cover for the particular absence or project, as the case may be, the Employer may hire from outside the Hospital and any person hired from outside shall be deemed to come under the part-time bargaining unit Collective Agreement irrespective of his or her hours of work.
- (d) The period of employment of any person hired from outside the Hospital to cover for the absence of a full-time employee will not exceed the absent full-time employee's time away from work.
- (e) Any person hired from outside the Hospital shall have no right to bid on any posted jobs under the full-time Collective Agreement during the period that he or she is filling in for the absent full-time employee, or working on the project, as the case may be. Furthermore, during that same period, the person hired from outside may be discharged or released by the Employer and, notwithstanding any other provision of the full-time or part-time Collective Agreements, such discharge or release shall not be the subject of a grievance or arbitration.
- (f) The Employer will outline in writing to the individual or individuals who will be working full-time hours during the course of the absence or the project, as the case may be, the expected duration of such employment as well as the classification concerned and rate of pay and the Union Chairperson will also be given a copy of the letter.

ARTICLE 3 - RECOGNITION:

3.01 The Union is recognized as the sole collective bargaining agency for all employees as defined herein, and the Employer undertakes that it will not enter into any other agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

3.02 Each of the parties hereto agree that there will be no intimidation, discrimination, interference, restraint or

coercion exercised, or practiced upon any employee because of membership, or non-membership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned.

3.03 Each of the parties hereto agree that there will be no discrimination against any employee by either party because of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin of such employee with respect to the matters set forth in Section 4 of The Human Rights Code of Ontario or any amendments thereto from time to time.

3.04 The Employer will supply the Union with a list of all supervisory personnel including temporary supervisory personnel and will keep such list up to date at all times.

ARTICLE 4 - UNION SECURITY:

4.01 The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (b) New employees shall have deductions made on the first (1st) regular deduction date following completion of thirty (30) calendar days of employment.
- (c) Union dues will be deducted from the employee's pay each pay period in each calendar month and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following.
- (d) The Hospital agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

4.02 Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly

assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.

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

4.04 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 fifteen (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.

4.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 5 - NO STRIKES OR LOCKOUTS:

5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

ARTICLE 6 - DUTY OF HOSPITAL MANAGER

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

6.01 Maintain order, discipline and efficiency, and to establish and enforce rules and regulations necessary therefor, and generally governing the conduct of the employees, provided these rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations, the Employer will advise the Union Committee.

6.02 Hire, discharge, transfer, promote, demote, classify or discipline employees, provided that a claim of a discriminatory transfer, promotion, demotion, or classification

or a claim that an employee who has completed the probationary period within the bargaining unit has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

6.03 Exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement, and without restricting the generality of the foregoing the Employer retains the right to generally operate the Hospital in a manner consistent with the obligations of the Employer to the general public in the community served.

6.04 Refuse to carry out any term of this Agreement in case of any labour dispute or condition arising beyond the control of the Employer.

ARTICLE 7 • UNION REPRESENTATION:

7.01 The Union shall elect or otherwise select a Union committee of four (4) employees; it being understood that the Chairperson of the full-time bargaining unit section may be a member of the Committee. The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement, including the negotiations for, or renewal of this Agreement.

7.02 It is agreed that the Union Representative of Local 220, may be present with the Committee at the request of either the Union or the Employer.

7.03 The Union acknowledges and agrees that members of the Union Committee have regular duties to perform in connection with their employment and all activities of members of the Union Committee will be carried on outside regular working hours, unless otherwise mutually agreed. Members of the Union Committee will not leave their duties without first obtaining permission from the Supervisor of the Department or Unit in which they are working, and upon completion of such Union business shall report back to that official.

7.04

- (a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to his attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.
- (b) A Steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

7.05 The Union agrees to supply the Employer with the names of the members constituting the Committee in duplicate, and will keep such list up to date at all times. It is mutually agreed that one of the duplicate copies shall be posted on the Union bulletin board by the Union.

7.06 The Committee and the Employer shall meet once each month at times mutually agreed on, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party, containing an agenda of the subjects to be discussed.

ARTICLE 8 - GRIEVANCE PROCEDURE:

8.01 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 this Agreement, including any question as to whether a matter is arbitrable.

8.02 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. If an employee has a complaint, such complaint shall be discussed with his immediate

Supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within fourteen (14) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the immediate Supervisor to attempt to adjust his complaint.

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

STEP NO. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his Department Head or designate. The nature of the grievance and the remedy sought shall be set out in the grievance. In addition, the employee will endeavour to set out the section or sections of the Agreement which are alleged to have been violated. The Department Head or designate will deliver his decision in writing within seven (7) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

STEP NO. 2

Within seven (7) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Associate Executive Director-Human Resources or his designate who will deliver a decision in writing within seven (7) calendar days of his receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

STEP NO. 3

Within seven (7) calendar days following the decision under Step No. 2, the grievance must be submitted to the Executive Director or his designate to be discussed at a meeting between the Executive Director or his designate, the said Steward, the grievor(s) and the Union Committee within seven (7) calendar days of receipt of the grievance. Either

party may have assistance from outside the Hospital at this stage if desired. The Executive Director or his designate shall give his written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such fourteen (14) day period, the grievance shall be deemed to have been abandoned.

POLICY GRIEVANCE

8.04 A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 3 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

DISCHARGE GRIEVANCE

8.05 A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of his discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

GROUP GRIEVANCE

8.06 Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one (1) grievance subject to all applicable provisions under the grievance procedure.

8.07 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

8.08 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation.

ARTICLE 9 - ARBITRATION:

9.01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, 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 Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) 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 Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

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

9.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

ARTICLE 10 - SENIORITY:

10.01 An employee will be considered on probation until after he has completed three hundred and thirty-seven and one-half (337.5) hours of work within the bargaining unit within any twelve (12) calendar month period. Upon completion of such probationary period, the employee will attain seniority and his name will be placed on the seniority list for this bargaining unit and he will be credited with such hours worked. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

10.02 Seniority credited as provided above will thereafter accumulate on the basis of hours worked within the bargaining unit.

10.03 A seniority list will be posted on the official bulletin boards and will be revised at least semi-annually according to the records of the Employer. The respective last dates of hiring of employees with seniority will also appear

on the posted seniority list. The Employer will supply copies of the seniority list to the Chairperson of the Union Committee and the local Union office.

10.04 Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time bargaining unit are considered to be suitable to fill such vacancies consideration will be given to applications from employees in this bargaining unit to fill such vacancies prior to consideration of persons not employed by the Employer. Where the Employer fills such vacancies from among applicants from this bargaining unit, the Employer's decision shall be based primarily upon its opinion as to qualifications, skill, ability, experience, and suitability for the particular vacancy of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference provided he/she is qualified to perform the job.

10.05(a) An employee who transfers from full-time to part-time status on or after January 1, 1980 will be given credit for the full-time seniority he had prior to the transfer on the basis of one (1) year of full-time seniority = 1650 hours worked as part-time.

(b) An employee who transfers from part-time to full-time status on or after January 1, 1980 will be given credit for the part-time seniority he had prior to the transfer on the basis of 1650 hours worked as part-time = one (1) year of full-time seniority. For purposes of calculating the credit to be given, the Hospital will take the hours worked by the employee which are listed on the most recent part-time Seniority List prior to the date of the transfer and add to them the part-time hours worked by the employee from the date of that list to the date of the transfer.

ARTICLE 11 • LOSS OF SENIORITY RIGHTS:

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

(a) has been laid off for eighteen (18) months;

(b) resigns;

- (c) is discharged and not reinstated through the grievance and arbitration procedure;
- (d) is retired;
- (e) 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 to the Hospital a satisfactory reason for the absence;
- (f) if an employee has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through registered mail addressed to his last address on the records of the Hospital;
- (g) is absent due to illness or disability for a period of twenty-four (24) months from the time the disability or illness commenced;
- (h) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital;
- (i) an employee refuses to accept work, on three (3) consecutive occasions upon which the Employer advises the employee work is available, unless the employee is on approved leave of absence.

ARTICLE 12 - LAY-OFF AND RECALL:

12.01 In circumstances where an employee is laid off, seniority shall prevail provided the employee retained is willing and able to perform the normal requirements of the job. Recall shall be in the reverse order of lay-off. The Hospital agrees not to hire any new employees while there are employees on lay-off who are willing and able to perform the normal requirements of the job in question.

ARTICLE 13 - PROVISIONS OF WORK:

13.01 The Employer does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.

ARTICLE 14 - HOURS OF WORK:

14.01 The hours of work will be as scheduled by the

Employer. For purposes of computing time, Monday shall be considered the first (1st) day of the calendar week.

14.02 Scheduling

Where employees are used on a regular basis, the Employer will endeavour to keep schedules for work posted as far in advance as practical.

ARTICLE 15 - OVERTIME CONDITIONS:

15.01 Except in the case of Engineers and Ambulance Driver-Attendants, any hours worked in excess of seven and one-half (7 1/2) hours in the day or in excess of seventy-five (75) hours in a two (2) week pay period, exclusive of meal time and authorized by a senior Departmental Head will be counted as overtime worked and will be paid for at the rate of time and one-half; computed at the regular straight time hourly rate for the job classification. It is understood that the Employer will not regularly schedule an employee to work more than thirty-seven and one-half (37 1/2) hours per week except in cases of emergency.

15.02 It is understood and agreed that where Engineers and Ambulance Driver-Attendants are required to work eight (8) hours in a day they will be paid for such time at their regular straight time hourly rate of pay. With this understanding, it is agreed that any hours worked by Engineers and Ambulance Driver-Attendants in excess of eight (8) hours in the day or in excess of eighty (80) hours in a two (2) week pay period exclusive of meal time, and authorized by a senior Departmental Head, will be counted as overtime worked and will be paid for at the rate of time and one-half their regular straight time hourly rate of pay.

ARTICLE 16 - SHIFT PREMIUM:

16.01 An employee will be paid a shift premium of forty-five cents (45) per hour for each hour worked when the majority of such hours so worked, falls between 1500 and 0800 hours the following day.

ARTICLE 17 - PUNCHING THE TIME CLOCKS:

17.01 Employees on an hourly basis will use the time clock provided by the Employer. Employees will not be required to punch in and out at lunch periods unless they are

leaving the ,premises.

ARTICLE 18 - SUPERVISORS WORKING:

18.01 Supervisors will not routinely perform work which is normally performed by those under their supervision, except in case of emergency or for the purpose of instructing employees.

18.02 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 an emergency when regular employees are not readily available.

ARTICLE 19 - REST PERIOD:

19.01 Employees working a seven and one-half (7 1/2) hour shift will be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.

Employees working other than a seven and one-half (7 1/2) hour shift will be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work during their shift.

ARTICLE 20 - HOSPITAL HOLIDAYS:

20.01 An employee who is required to work on any of the following Hospital Holidays will receive pay at the rate of time and one-half the employee's regular straight time hourly rate of pay for work performed on such a holiday.

- New Year's Day
- Second Monday of February
- Good Friday
- Easter Monday (Effective 1989)
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

20.02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is

understood that one (1) 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 for eleven (11) paid holidays remains unchanged.

20.03 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift. This article will apply notwithstanding any other article in this agreement.

ARTICLE 21 - VACATION

21.01A All part-time employees shall be paid vacation pay based on the following formula:

Start of employment	- 4% of earnings
More than 4950 hours worked	- 6% of earnings
More than 16500 hours worked	- 8% of earnings
More than 28050 hours worked	- 10% of earnings

21.01B Effective date of ratification, all part-time employees shall be paid vacation pay based on the following formula:

Start of employment	- 4% of earnings
More than 4950 hours worked	- 6% of earnings
More than 13200 hours worked	- 8% of earnings
More than 24750 hours worked	- 10% of earnings
More than 41250 hours worked	- 12% of earnings

ARTICLE 22 - LEAVE OF ABSENCE:

22.01 The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence.

ARTICLE 23 - MATERNITY AND ADOPTION LEAVE:

23.01 (a) Maternity leave shall be granted in accordance with the terms of the Employment Standards Act, 1972 (and as amended) but the leave of absence provided for under this Article may be extended to a total of six (6) months upon application in writing made at least two (2) weeks prior to the expiration of the original leave. The Hospital's consent shall not be withheld unreasonably.

(b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to April 9, 1985, an employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment 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.

23.02 Where an employee with at least twelve (12) months continuous service adopts a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months. In addition, if a further leave of absence is required by the adoption authorities concerned, the Hospital may grant a further extension for a period of up to three (3) months. Such leave shall not be withheld unreasonably.

23.03 Seniority shall be retained but not accumulated during the period of a maternity leave or adoption leave.

ARTICLE 24 - UNION LEAVE:

24.01 The Employer shall grant leave of absence to two (2) employees to attend Union Conventions, Seminars, or Educational Classes and may grant such leave to one (1) additional employee. In making application for leave of absence for Union business, it is understood that the leave of absence shall be for no longer than a two (2) week period, and will not be requested on more than four (4) occasions in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one time. It is understood that such leave will be granted unless it interferes with staffing of the Hospital.

24.02 Effective date of ratification for any unpaid time off from regularly scheduled working hours under this provision, the Union Committee member's salary and percentage in lieu of fringe benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits.

ARTICLE 25 - BEREAVEMENT LEAVE:

25.01 An employee shall be granted a compassionate leave of absence of three (3) consecutive days with pay upon application to the Hospital in the event of a death of a member of the employee's immediate family. The term "immediate family" means; parents, step-parents, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild and a leave of absence of one (1) day with pay for the purposes of attending a funeral of a sister-in-law, brother-in-law, daughter-in-law and son-in-law. The leave provided for in this article must be taken within fifteen (15) calendar days of the funeral of the deceased.

ARTICLE 26 - JURY DUTY:

26.01 An employee who is scheduled to work for the Hospital and has completed his probationary period and is called for service on Jury Duty shall be entitled to receive from the Employer the difference in pay between the Jury Duty pay and what he would have received from the Employer computed at straight time for the time necessary and actually spent on Jury Duty during the hours he is scheduled to work. He shall provide proof of hours engaged on Jury Duty and proof of payment therefor.

26.02 An employee subpoenaed as a witness arising from his duties at the Hospital shall be entitled to receive from the Employer the difference in pay between the witness fee received and what he would have received from the Employer computed at straight time for the time necessarily and actually spent as a witness during the hours he is scheduled to work. He shall provide proof of hours engaged as a witness and proof of payment therefor.

ARTICLE 27 - PAY FOR EDUCATIONAL COURSES:

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

ARTICLE 28 - MINIMUM ALLOWANCE:

28.01 An employee scheduled to work and so reporting shall be assigned work for at least half of the hours scheduled, or will be paid at his regular straight time hourly rate of pay for a total of half of the hours scheduled, unless he has refused to perform any work assigned.

28.02 This provision shall not be applicable, if the employee, after not working on his immediately preceding scheduled shift, has so reported without having notified the Employer of his availability to work.

ARTICLE 29 - EMERGENCY WORK:

29.01 Any employee who is called back to perform emergency work after completing his regular shift, and after having left the Hospital, shall be paid for a minimum of three (3) hours or the hours available prior to his next scheduled shift, whichever is the lesser at the rate of time and one-half, computed at the regular straight time hourly rate for the job classification.

29.02 An employee who is called in to work a seven and one half (7 1/2) hour shift within one (1) hour of the commencement of the shift as a replacement for an absent employee and who reports to work within one (1) hour after being called and who works at least six and one half (6 1/2) hours of that shift will be paid for the full shift.

ARTICLE 30 - STAND-BY PAY:

30.01A When an employee is required to be on stand-by duty the employee shall receive \$1.40 per hour for each hour of stand-by in addition to any monies received by virtue of being called in to perform work on account of the stand-by duty. The Employer will provide transportation expenses to and from the Hospital for each call-back required during the periods of stand-by.

30.01B Effective the start of the first pay period following ratification (February 13, 1989) when an employee is required to be on stand-by duty the employee shall receive two dollars and ten cents (\$2.10) per hour for each hour of stand-by in addition to any monies received by virtue of being called in to perform work on account of the stand-by duty. However, it is understood and agreed that stand-by pay will no longer be payable when the employee is called in. The Employer will provide transportation expenses to and from the Hospital for each call-back required during the periods of stand-by.

ARTICLE 31 - JOB ASSIGNMENT:

31.01 When a non-supervisory job is filled for a period of one (1) day or more any employee transferred to fill such vacancy shall receive in addition to their regular straight time hourly rate of pay the difference between the rates of pay for the two (2) jobs if the job to which the employee is transferred is of a higher rate.

ARTICLE 32 - RESPONSIBILITY ALLOWANCE:

32.01 When an employee relieves in a supervisory position for the majority of the seven and one-half (7 1/2) hour shift or more on a continuous basis which has been authorized by the Hospital, he shall be paid three dollars (\$3.00) for each shift so worked in such supervisory position.

ARTICLE 33 - MEALS:

33.01 Each employee shall be allowed thirty (30) minutes for meals on his own time, whenever practicable. Meals must be eaten in the room or space provided by the Employer, unless special permission is obtained otherwise by the individual employee.

OPERATING ROOM TECHNICIAN MEAL ALLOWANCE:

33.02 An employee working in the operating room will be granted a meal allowance of five dollars (\$5.00) if called upon to work two (2) hours of overtime.

ARTICLE 34 - UNIFORMS:

34.01 Where the Employer requires employees to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Employer and the Employer shall either supply and launder the uniforms or provide a uniform allowance of two and one-half (2 1/2) rents per hour paid to each employee required to wear a uniform.

ARTICLE 35 - BENEFITS ALLOWANCE:—

35.01 An employee shall receive in lieu of health and welfare benefits and income protection, a premium of twelve per cent (12%) of his regular straight time hourly rate for each hour worked.

For greater certainty it is agreed and understood that this premium in lieu of benefits shall not be included in any hourly or other rate on which a multiple of time and one-half or any other multiple is applied for purposes of computing overtime worked, work performed on a Hospital Holiday or otherwise.

ARTICLE 36 - PREMIUM PAYMENTS - DUPLICATION AND PYRAMIDING:

36.01 Premium payments under any of the terms of this Agreement shall not be duplicated nor pyramided for the same hours worked.

ARTICLE 37 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE:

37.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

37.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

37.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

37.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

37.05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

37.06 Any representative appointed or selected in accordance with 37.02 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 any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

37.07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 38 - JOB CLASSIFICATION AND RATES:

38.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classification and minimum and maximum rates of pay for all employees, subject to the provisions of this Agreement.

38.02 A job classification will not be changed for the purpose of evading payment of the minimum rates herein set out, but in the event of necessity and after consultation with the Union, the right is reserved to the Employer to create new classifications or to abolish or otherwise vary present classifications and to fix rates accordingly.

38.03 If there are new classifications created, old classifications varied or abolished, involving the fixing of rates, the same shall be subject to the right of the Union to file a Policy Grievance with respect to such rate, within fourteen (14) days of notification thereof to the Union.

ARTICLE 39 - TRANSFER OF SERVICE CREDITS:

39.01 A full-time employee **who transfers to the** part-time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the full-time bargaining unit for the purpose of progression on the wage scale (provided that as a part-time employee, the employee is entitled to progress along the wage scale) according to the formula:

1650 hours worked = one (1) year of service.

39.02 A full-time employee who transfers to the part-time bargaining unit shall be given credit for service accumulated in the full-time bargaining unit for the purpose of progression on the vacation pay scale (provided that as a part-time employee, the employee is entitled to progress along the vacation pay scale) according to the formula established for progression on the vacation pay scale.

39.03 A full-time employee who transfers to the part-time bargaining unit to work in another classification will be placed on the wage grid in accordance **with** the provisions of the Agreement dealing with transfer and promotion.

GENERAL

ARTICLE 40 - ACCESS TO PERSONAL FILE:

40.01 An employee shall, upon written request made a reasonable time before the time of viewing, have an opportunity to view his personal file in the presence of the Director of Personnel or his designate. The information the employee may review will be:

- (i) application form;
- (ii) written evaluations;
- (iii) formal disciplinary notations;
- (iv) incident reports.

ARTICLE 41 - BULLETIN BOARDS:

41.01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 42 - DEFINITION OF A DAY WORKED:

42.01 For purposes of this Agreement in the case of shift work, a day worked shall be deemed to be the day on which employment began.

ARTICLE 43 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY:

43.01 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" Wage Rates, of this Collective Agreement.

ARTICLE 44 - DEROGATORY NOTATIONS:

44.01 Derogatory notations against the conduct record of any employee more than 3000 worked hours from the date of such notation will not be considered as forming part of the conduct record of the employee. It is understood and agreed that on written request an employee shall have the right to view his/her conduct record.

ARTICLE 45 - RETROACTIVITY:

45.01 The first (1st) year wage increase shall be effective as and from January 19, 1988, on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left it's employ, to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have a period of sixty (60) days only from the date of the mailing of the notice in which to claim from the Hospital any adjustment to their remuneration. The retroactive payments shall be made by separate cheques to the employees so entitled within sixty (60) days from the date of ratification or release of the award to the parties as the case may be.



ARTICLE 46 - TECHNOLOGICAL CHANGE:

46.01 The Hospital undertakes to notify the Union in advance, so far as practicable of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit. 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 effects, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 47 - DURATION:

47.01 This Agreement shall remain in effect until and including January 18, 1990 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

47.02 Notice of intent to amend this agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended agreement.

SCHEDULE "A"

JOB CLASSIFICATION AND RATES OF PAY - EFFECTIVE JANUARY 19, 1988

<u>CLASSIFICATION</u>	<u>MIN</u>	<u>After 825 Hours Worked</u>	<u>After 1650 Hours Worked</u>	<u>After 2475 Hours Worked</u>	<u>After 3300 Hours Worked</u>
Nursing Assistant, Reg.	12.050	12.114	12.190	12.253	
Nursing Assistant, Non-Reg.	10.829	10.893	10.954	11.030	
Nursing Assistant, C.S.R.	10.829	10.893	10.954	11.030	
Orderlies	11.777	11.840	11.916	11.978	
Orthopaedic Technician, Reg.	12.050	12.114	12.190	12.253	
Orthopaedic Technician, Non.Reg.	11.777	11.840	11.916	11.978	
O.R. Technicians	12.190	12.253	12.316	12.393	
Pharmacy Helper	11.133	11.195	11.271	11.335	
Physio, O.T. Aide	10.752	10.829	10.893	10.954	
Cleaner - Heavy	11.246	11.309	11.372		
Cleaner - Light	10.563	10.639	10.702		
Seamstresses	10.563	10.639	10.702		
Mangle Pressers	10.563	10.639	10.702		
Washerperson	11.385	11.460	11.524		
Dietary Aide	10.563	10.639	10.702		
Dish Machine Operator	11.169	11.246	11.309		
Special Diet Kit. Worker	10.652	10.714	10.778		
Salad Person	10.854	10.918	10.980		
Pastry Cook - Certified	11.372	11.436	11.499		
Pastry Cook - Non Certified	11.043	11.107	11.169		
Cook 1 - Certified	11.625	11.689	11.753		
Cook 1 - Non Certified	11.296	11.360	11.423		
Cook 2	10.918	10.980	11.056		
Cook 3	10.740	10.815	10.879		
Engineer, Third Class	13.793	13.996			
Painter	12.861	13.001	13.127		
Maintenance Person	12.861	13.001	13.127		
Groundsperson	12.506	12.571	12.646		
Carpenter	13.631	13.833			
Electrician	13.959	14.162			
Plumber	13.959	14.162			
Truck Driver	11.802	11.879	11.941		
Maintenance Helper	11.246	11.309	11.372		
Storeperson	11.321	11.385	11.460		
Ambulance Driver/Attendant	12.611	12.675	12.802		12.927

Team Leader - Trays - while acting in such capacity .05¢ per hour in addition to the Cleaner-Light rate.

SCHEDULE "A"

JOB CLASSIFICATION AND RATES OF PAY - EFFECTIVE JANUARY 19, 1989

<u>CLASSIFICATION</u>	<u>MIN</u>	<u>After 825 Hours Worked</u>	<u>After 1650 Hours Worked</u>	<u>After 2475 Hours Worked</u>	<u>After 3300 Hours Worked</u>
Nursing Assistant, Reg.	12.550	12.614	12.690	12.753	
Nursing Assistant, Non-Reg.	11.329	11.393	11.454	11.530	
Nursing Assistant, C.S.R.	11.329	11.393	11.454	11.530	
Orderlies	12.277	12.340	12.416	12.478	
Orthopaedic Technician, Reg.	12.550	12.614	12.690	12.753	
Orthopaedic Technician, Non.Reg.	12.277	12.340	12.416	12.478	
O.R. Technicians	12.690	12.753	12.816	12.893	
Pharmacy Helper	11.633	11.695	11.771	11.835	
Physio, O.T. Aide	11.252	11.329	11.393	11.454	
Cleaner - Heavy	11.746	11.809	11.872		
Cleaner - Light	11.063	11.139	11.202		
Seamstresses	11.063	11.139	11.202		
Mangle Pressers	11.063	11.139	11.202		
Washerperson	11.885	11.960	12.024		
Dietary Aide	11.063	11.139	11.202		
Dish Machine Operator	11.669	11.746	11.809		
Special Diet Kit. Worker	11.152	11.214	11.278		
Salad Person	11.354	11.418	11.480		
Pastry Cook - Certified	11.872	11.936	11.999		
Pastry Cook - Non Certified	11.543	11.607	11.669		
Cook 1 - Certified	12.125	12.189	12.253		
Cook 1 - Non Certified	11.796	11.860	11.923		
Cook 2	11.418	11.480	11.556		
Cook 3	11.240	11.315	11.379		
Engineer, Third Class	14.393	14.596			
Painter	13.361	13.501	13.627		
Maintenance Person	13.361	13.501	13.627		
Groundsperson	13.006	13.071	13.146		
Carpenter	14.231	14.433			
Electrician	14.559	14.762			
Plumber	14.559	14.762			
Truck Driver	12.302	12.379	12.441		
Maintenance Helper	11.746	11.809	11.872		
Storeperson	11.821	11.885	11.960		
Ambulance Driver/Attendant	13.111	13.175	13.302		13.427

Team Leader - Trays - while acting in such capacity .05¢ per hour in addition to the Cleaner-Light rate.