

SOURCE	Hosp		
W/COGPO EFF.	89	09	29
TERM.	91	09	28
No. OF EMPLOYEES	34		
NOMBRE D'EMPLOYÉS	34		

PART-TIME  
COLLECTIVE AGREEMENT

between

THE LADY MINTO HOSPITAL AT COCHRANE  
(hereinafter referred to as the "Hospital")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 238  
(hereinafter referred to as the "Union")

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Expiry Date:  
September 28, 1991  
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AVR 23 1992

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**ARTICLE 1**

**PREAMBLE**

1.01

**Preamble**

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

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

1.02

**Feminine/Masculine Pronouns**

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

**ARTICLE 2**

**DEFINITIONS**

2.01

**Temporary Employee**

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

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

2.01 (cont'd)

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

2.02

**Part-Time Commitment**

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

2.03

**Regular Part-Time Employee**

Regular part-time employee shall be defined as an employee who is regularly scheduled to work twenty-four (24) hours or less per week.

2.04

**Casual Employee**

Casual part-time employee shall be defined as an employee who regularly works twenty-four (24) hours or less per week on a relief or ad hoc basis and may be called as required by the Hospital. The parties agree that such casual employee has the option of refusing work when such work is made available to him. However, such employee may be terminated if he is not available to work when called, for a period of one (1) month, without reasons satisfactory to the Hospital.

**ARTICLE 3**

**RELATIONSHIP**

3.01

**No Discrimination**

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

**ARTICLE 4**

**STRIKES AND LOCKOUTS**

4.01

**No Strikes and Lockouts**

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

**ARTICLE 5**

**UNION SECURITY**

5.01

**T-4 Slips**

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02

**Notification to Union**

The Hospital will provide the Union with a list, monthly, of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.



5.03

**Employee Interview**

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

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

5.04

**No Other Agreements**

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

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

**ARTICLE 6**

**UNION REPRESENTATION AND COMMITTEES**

6.01

**Union Activity on Premises and/or Access to Premises**

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

6.02

Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is also understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

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

6.03

Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix).

6.03 (cont'd)

The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee **so** requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04

**Central Bargaining Committee**

In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of **pay** and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven, and in no case will more than one employee from a hospital be entitled to such payment.

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

Union Stewards

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

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

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

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

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

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

6.06

Grievance Committee

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

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

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

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

7.01

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

7.02

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

7.03

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

**STEP NO. 1**

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

**STEP NO. 2**

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

7.03 (cont'd)

STEP NO. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties.

It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance.. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and **the** regular grievance procedure shall not be thereby bypassed.

7.05

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

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

7.07

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

7.08

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



- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits **except** by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.

7.16

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

**ARTICLE 8**

**ACCESS TO FILES**

8.01

**Access to Personnel File**

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

**ARTICLE 9**

**SENIORITY**

9.01

**Probationary Period**

A new employee will be considered on probation until he has completed forty-five (45) days of **work** (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months, Upon completion of the probationary period, he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may **be** extended. Any **extensions** agreed to will be in writing **and** will specify the length of **the** extension. The **release or** discharge of an employee during the probationary period shall not **be** the **subject of** a grievance or arbitration.

9.02

Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03

Loss of Seniority

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

- a) **resigns;**
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) **Is** retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- e) has been laid off for twenty-four (24) months;
- f) if the employee **has** been laid off and fails to return to work within seven (7) calendar days after that employee **has** been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- g) is absent **due** to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced,

9.04

**Job Posting**

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- b) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of **three (3)** consecutive calendar **days**, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- c) In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.
- d) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- e) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. **The** employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- f) The successful applicant **shall** be allowed a trial period of up to thirty (30) days, during which the Hospital will **determine** if the employee can satisfactorily perform the **job**, Within this **period** the employee may voluntarily return, or be returned **by the Hospital to** the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a **temporary basis** until **the** trial period is completed.
- g) A list of vacancies filled in the preceding month under this article and the names of the successful applicants will **be** posted, with **a** copy provided to the Union.

9.05

Transfer and Seniority Outside Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to 85/08/10.

- a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

NOTE:

Employees outside the bargaining unit as of 85/08/10 will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to 85/08/10.

9.06

Transfer of Seniority and Service

Effective 85/08/10 and for employees who transfer subsequent to 85/08/10:

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

- 1) an employee whose **status** is changed from full-time to part-time shall receive full credit for his seniority and service;

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

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9.07

Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will:

- a) provide the Union with no less than thirty (30) calendar days notice of such layoff, and
- b) meet with the Union through the Labour Management Committee to review the following:
  - i) the reason causing the layoff.
  - ii) the service the Hospital will undertake after the layoff.
  - iii) the method of implementation including the areas of cut-back and employees to be laid off.

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

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

9.08 - number not used.

9.09

Technological Change

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills **necessitated by the new method** of operation. The Employer will assume the cost of tuition and **travel**. **There shall be no** reduction in wage or salary rates during *the* training period of any such employee. Training shall be given during the hours **of** work whenever possible and may extend **for up to six (6) months**.

Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at **the earliest reasonable time** in keeping with the notification to the Union as **above** set **forth** and **the** requirements of the applicable law.

ARTICLE 10

CONTRACTING OUT

10.01

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.

ARTICLE 11

WORK OF THE BARGAINING UNIT

11.01

Work of the Bargaining Unit

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

11.02

Volunteers

The use of volunteers to perform bargaining unit **work**, as covered by this Agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as **of** September 20, 1990. Thereafter, the Hospital shall submit to the **Union, at three (3) month** intervals, the number of **volunteers** for the current month and **the** number of hours worked.

ARTICLE 12

LEAVES OF ABSENCE

12.01

Personal Leave of Absence

Written request for a **personal** leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are **to be** submitted **at** least four **(4) weeks** in advance, **unless** not reasonably **possible** to give **such** notice, and a written reply will be given within fourteen (14) days **except in cases of emergency in which case** a reply will be given **as** soon as possible. Such leave shall not be **unreasonably withheld**.



12.02

Union Business

- a) The Hospital shall grant leave of absence without **pay** to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement, provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.
- 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, unless not reasonably possible to give such notice.
- c) The cumulative total leave of absence, the number of employees that **may** be absent **at** any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions **Appendix**. **During such leave of absence**, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of **work** would have been, provided that the Union reimburses the Hospital in the amount of **such** salary and applicable benefits within thirty (30) days of billing,

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

12.03

a) Full-Time Position with the Union

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

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

12.03 a) (cont'd)

The employee shall notify the Hospital of **his** intention to return to work at least four **(4)** weeks prior to the date of such return. The employee shall be returned to his former duties, on the same shift, in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

b) Leave for OCHU President

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the position of the President of the Ontario Council of Hospital Unions for period(s) of **up to two (2) years**. It is understood, however, that during such leave, the employee shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four **(4)** weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift, in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.04

Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave of three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent of spouse or legal guardian. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

12.05

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 because of such attendance provided that the employee:

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

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to a), b) and c) above.

12.06

Maternity Leave

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

- a) The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.
- b) The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time, she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.
- c) An employee on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be **paid** a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent 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.
- d) The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

12.06 (cont'd)

- e) Effective October 20th, 1990, credits for service shall accumulate while an employee is on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.
- f) When a maternity leave is granted by the Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.
- g) The **employee shall** reconfirm her intention to return to work on the date originally provided to the Hospital above by written notification to be received by the Hospital at least two (2) weeks in advance thereof.
- h) Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of **pay**.

12.07

Adoption Leave

- a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without **pay** for a period of **up** to three (3) months duration or such greater time as may be required **up** to a maximum aggregate of **six** (6) months. Such employee shall advise the Hospital as far in advance as possible of **having** qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

12.07 (cont'd)

- b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective October 20, 1990, an employee on leave as set out above, who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent 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 Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption benefits for a maximum period of fifteen (15) **weeks**. The employee's regular weekly earnings shall be determined by **multiplying her** regular **hourly** rate on her last day worked prior to the commencement of the leave **times** her normal weekly hours.
- c) Effective October 20, 1990, credits for service shall accumulate while an employee **is** on adoption leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.
- d) When an adoption leave is granted by **the** Hospital, an employee who is granted such leave shall not lose her seniority and shall accumulate seniority on the basis of what her normal regular hours of work would have been.
- e) Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of **pay**.

12.08

Education Leave

- 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) 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.
- c) Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

ARTICLE 13

INJURY PAY

13.01

Injury Fay

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

13.02

Payroll Deduction for Union Sponsored LTD Plan

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

ARTICLE 14

HOURS OF WORK

14.01

Daily and Weekly Hours of Work

The daily **hours** of work of part-time employees shall not exceed seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal period.

14.02 Rest Period

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

14.03 Additional Rest Period

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

ARTICLE 15 PREMIUM PAYMENT

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

15.02 Definition of Overtime

Any hours worked in excess of the regular hours as specified in 14.01, shall be considered as overtime.

15.03 Overtime Premium and No Pyramiding

- a) The overtime rate shall be time and one-half (1½) the employee's straight time hourly rate.
- b) overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is **paid**.

15.04 Time Off in Lieu of Overtime

- a) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- b) Time off in lieu may be taken on a mutually agreed upon **basis** between the employee and the Hospital, such time off will be ~~the~~ equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar **days**.



15.05

Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than 7½ hours per day will receive a pro-rated reporting pay.

15.06

Call-Back

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

15.07

Stand-By

- a) An employee who is required to remain available for duty on **stand-by, outside the normal working** hours for that particular employee, shall receive stand-by pay in the amount of \$2.00 per hour for all hours on stand-by.
- b) Stand-by pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of stand-by.

15.08

Temporary Transfer

- a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.
- b) Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09            Shift Premium

Employees shall be **paid** a shift premium of forty-five (45¢) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

ARTICLE 16            HOLIDAYS

16.01            Payment of Working on a Holiday

Effective September 20, 1990, if an employee is required to work on any of the holidays set out in the Local Appendix, the employee shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.02            Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

ARTICLE 17            VACATIONS

17.01            Part-Time Entitlement, Qualifiers and Calculation of Payment

a)            Progression on Vacation Schedule

- i) Effective October 10, 1986, part-time employees, including casual employees, shall accumulate service for the purpose of progression **on** the vacation scale, on the basis of one year for each 1725 hours worked.
- ii) Notwithstanding the above, employees hired prior to October 10, 1986, will be credited with the service they held for the purpose of progression on the vacation scale under the agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

17.01 (cont'd)

b) Entitlement

- i) less than 3450 hours - 4% of earnings
- ii) more than 3450 hours and **less** than 8625 hours - 6% of earnings
- iii) more than 8625 hours and less than 25875 hours - 8% of earnings
- iv) more than 25875 hours and less than **43125** hours - 10% of earnings
- v) more than 43125 hours - 12% of earnings.

Employees shall be entitled to annual leave for vacation purposes as follows:

- i) more than 1725 hours and less than 3450 **hours** - 2 **weeks**
- ii) more than 3450 **hours** and less than 8625 hours - 3 weeks
- iii) more than 8625 hours and less than 25875 hours - 4 weeks
- iv) more than 25875 hours and less than **43125** hours - 5 weeks.
- v) more than 43125 **hours** - 6 **weeks**.

17.02

Work During Vacation

**Should an** employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid **at** the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace **the** originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

**ARTICLE 18**

**BENEFITS FOR PART-TIME EMPLOYEES**

18.01

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 19**

**HEALTH AND SAFETY**

19.01

**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 and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

19.01 (cont'd)

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

**ARTICLE 20**

**COMPENSATION**

**20.01**

**Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutual satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer 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,

20.01 a) (cont'd)

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change 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.

If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B., an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.02 Promotion to a Higher Classification

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

20.03 Progression on the Wage Grid

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

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

20.04 Wage and Classification Premiums

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

ARTICLE 21 CONTRACT DURATION

21.01 Term

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

**Central Bargaining**

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of **this** Agreement. Negotiations on central matters shall take place during the period commencing forty-five (45) days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

SIGNED AT London, Ontario, this 31 day of March, 1992.

FOR THE HOSPITAL

C. O. Jones

R. P. Hill

J. Service

\_\_\_\_\_

FOR THE UNION

Donald Duran

Grace Harper

Yves Lemuel

M. B. Côté

**SCHEDULE "A" - PART-TIME STAFF  
WAGES AND CLASSIFICATIONS**

1989/09/29

1990/09/29

	1st year	after 1st yr.	1st year	after 1st year
<del>Supervisor</del>	<del>16.82</del>	17.17	18.00	18.37
<del>AMBULANCE</del>				
a) Attendant	15.03	15.57	<del>16.08</del>	16.66
b) Tr. Attendant	14.43	- - -	15.44	
	<del>13.76</del>			
ã) Cook Attendant	13.76	14.22	14.72	15.22
<b>DIETARY</b>				
b) Cook, H.	12.41	12.86	13.28	
				13.76
c) Eve Cook	12.55	13.00	13.43	13.91
d) Dietary Aide	<del>12.38</del>	12.56	13.25	13.44
e) S.D. Assistant	13.01	13.25	13.92	14.18
a) Hskg. Cleaner	12.73	13.14	13.62	
<b>HOUSEKEEPING/LAUNDRY</b>	12.34	12.56	13.20	13.64
c) Laundry Aide	12.41	12.73	13.28	13.62
	<del>12.41</del>			
Laundry Aide	12.41	12.73		
Aide I	12.38	12.56	13.25	13.44
<b>MATERIAL MANAGEMENT</b>	13.21	13.76	14.13	14.72
	<del>13.21</del>			
II				
<b>NURSING</b>				
a) R.N.A. II	13.56	14.09	14.51	15.08
b) R.N.A. I	13.21	13.76	14.13	14.72
e) N.R. Assistant	<del>12.99</del>	13.25	13.88	14.18
d) Aide	12.56	12.77	13.44	13.77
	<del>12.56</del>			15.78
a) Maintenance Man	14.22	14.77	15.22	
<b>PHYSICAL PLANT</b>				15.80
c) Electrician	<del>13.88</del>	13.74	13.78	14.98
b) Helper				

**AUTOPSY:** Employees required to assist in performing autopsies shall receive an additional twenty dollars (\$20.00) for performing such duties during normal working hours and shall receive time and one-half (1½) plus twenty dollars (\$20.00) if called in to perform such duties outside of normal working hours.

**NOTE:** The above rates do not include adjustments in regards to Pay Equity.

LOCAL ISSUES - APPENDIX - A

A-1 Management Functions

The Union acknowledges that it is the exclusive right and power of the Employer:

- (i) to direct the working forces.
- (ii) to discharge employees for just cause, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees subject to the use of the grievance procedure.
- (iii) generally to manage the Hospital and all of the enterprises in which the Hospital is engaged.
- (iv) to maintain order, discipline, efficiency and to make and alter from time to time rules and regulations to be observed which are not inconsistent with the provisions of this Agreement.

LOCAL ISSUES - APPENDIX -B

B-1 Recognition of Union

The Hospital recognizes the Union as the exclusive Bargaining Agent for all present and future employees of the Lady Minto Hospital at Cochrane, Ontario, regularly employed for not more than twenty-four (24) hours per week, **save** and except employees covered under the full-time Agreement and professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, department heads, persons above the rank of department head, chief engineer, and office and clerical staff.

LOCAL ISSUES - APPENDIX - C

Union Security

- C-1 A check-off of Union dues shall apply to all employees in the bargaining unit during the term of this Agreement. The Hospital shall deduct from the employee's salary such a sum as **may** from time to time be **assessed** by the Union according to its constitution.
- C-2 All deductions made under this provision will be remitted to the proper authorized officials of the Union together with a list of the employees' names eligible for such deductions after each pay period.

LOCAL ISSUES - APPENDIX - D

Disciplinary Interviews and Communications

- D-1 The appropriate steward, or if not available an Officer of the Union, shall be present at any interview that may lead to a disciplinary action.
- D-2 The Secretary of the Union must be sent a copy of any written warning or written adverse report that is placed on an **employee's** personnel file.

LOCAL ISSUES - APPENDIX - E

Union Stewards and Committees

E-1 a) Stewards

The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Steward from each department to represent both full-time and part-time employees.

- b) The Union will notify the Hospital in writing of the names of all of the Stewards and from time to time will notify the Employer of any changes in the Steward personnel.

E-2 Grievance

- a) The Grievance Committee shall be four (4) members selected by the Union from among the Stewards.
- b) The Union agrees to notify the Hospital of the names of the Grievance Committee members once per year and to notify the Hospital of any changes made in such Grievance Committee.
- c) It is understood and agreed that no more than three (3) members of such Committee shall meet with the Employer at any one time.

E-3 Bargaining Committee

- a) The Bargaining Committee shall consist of not more than four (4) employees, it being understood that two (2) shall be selected from the Nursing Department employees; one (1) from the Dietary Department and one (1) to represent all other departments.
- b) The Union shall notify the Hospital from time to time of the names of the persons who constitute the Bargaining Committee,

- E-4 Numbers of appointees made by the Union as Stewards or to any and/or all committees listed in this Agreement or the numbers of employees requesting leave of absence for union business shall be an aggregate of the full-time and part-time employee representatives so designated by the Union.

## LOCAL ISSUES - APPENDIX - E

### F-1 Seniority Lists

Seniority lists shall be posted on the bulletin boards upon the signing of this Agreement and amended every four (4) months thereafter. Copies of the seniority list shall be supplied to the Union upon request. Upon the posting of the Seniority List, employees shall have thirty (30) days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the seniority list as posted is correct.

## LOCAL ISSUES - APPENDIX - G

None.

## LOCAL ISSUES - APPENDIX - H

### Schedulings

H-1 The Hospital agrees in consultation with the Union to set forth the working schedule of each department. The working schedule shall be revised by mutual agreement between the parties. It is understood and agreed that the above provisions shall not be construed to be a guarantee as to the hours of work per day nor per week. It is further understood that the Hospital may change working schedules as a result of sickness, absenteeism or a similar emergency.

H-2 The hours and days of work for each employee shall be posted in an appropriate place at least **two** (2) weeks in advance.

### H-3 Scheduling Christmas and New Years

Employees will not be scheduled to work on both Christmas and New Year's Day unless a written request to do so has been submitted by the employee.

### H-4 Split Shift

There shall be no split shift.

### H-5 Shift Preference

Seniority shall determine shift preference subject only to ability to perform the job requirements.

**H-7 Standard Time/Daylight Saving Time**

It is understood that normal hours include those required to accommodate the change from daylight saving time to standard time and vice-versa to which the other provisions of the articles dealing with hours of work and overtime do not apply.

It is further understood that 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 such change from daylight saving time to standard time and vice versa.

**H-8 Sharing of Overtime**

Overtime and call back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available.

**H-9 Extended Tours**

When the Union has requested and the Hospital agrees that the work week be compressed (eleven and one-quarter (11 $\frac{1}{4}$ ) hour shifts) without increasing the total hours in the work period, no increase in benefits will result such as overtime after seven and one-half (7 $\frac{1}{2}$ ) hours, or eleven and one-quarter (11 $\frac{1}{4}$ ) hours off in lieu of working on a paid holiday, or meal allowances, etc., except when called on a day of rest, or any other day not scheduled.

**H-10 Weekends Off**

Regular part-time RNA's will be pre-scheduled off every second weekend, except when the employee makes a written request to work on those weekends.

A weekend shall consist of at least forty-eight (48) consecutive hours commencing from the end of either the Friday day tour or the Friday evening tour.

**LOCAL ISSUES - APPENDIX - I**

None.

**LOCAL ISSUES - APPENDIX - J**

None.

LOCAL ISSUES - APPENDIX - K

**K-1 Dress Code**

Management has the right to select a dress code which will be established for each department.

**K-2 Cost and Laundering of Uniforms**

Where the Hospital requires an employee to be in uniform, such uniform will be supplied and laundered by the Hospital at no cost to the employee.

LOCAL ISSUES - APPENDIX - L

**L-1 Paid Holidays**

The following are the designated Paid Holidays referred to in Article 16.01:

New Years Day	<b>August</b> Civic Holiday
Good Friday	Labour Day
Easter Sunday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	<b>Boxing</b> Day
Second Monday in June	

LOCAL ISSUES - APPENDIX - M

**M-1 Meal Breaks and Allowances**

- a) All employees shall receive an uninterrupted one-half (½) hour for meal time during each shift. If required to work during this period, overtime rates will apply for all time lost.
- b) **In addition, for** employees on a compressed work week, an additional paid meal period of fifteen (15) minutes will be scheduled.
- c) Employees required to work more than ten and one-half (10½) consecutive hours in any day or shift shall be provided with a meal ticket by the Employer.



**M-2 Away-From-Home Expenses**

Where employees are required to travel outside of Cochrane to transfer patients, reimbursement will be made by the Employer for reasonable away-from-home expenses on submission of receipts to prove such expense.

**M-3 Taxi Allowance**

- a) In the event of an employee being called to work in an emergency between twelve o'clock (2400) midnight and 06:30 a.m., or if an overtime period ends during this time, taxi service to and from the home of the employee shall be provided by the Hospital.
- b) Any employee who reports for work on his or her regular shift and is sent off duty with instructions to report on a later shift that day, shall be paid return taxi fare to and from his/her residence.

**LOCAL ISSUES - APPENDIX - N**

**N-1 Bulletin Boards**

The Hospital shall provide bulletin boards in each **department** on which the Union shall have the right to post notices of the meetings and such **other** notices as may **be** of interest to the employee.

**LOCAL ISSUES - APPENDIX - O**

**O-1 Communication**

All correspondence between the parties, arising **out** of this Agreement or incidental thereto, shall pass to **and** from the Hospital Executive Director, or his designate, and **the** Secretary of the Local Union, or his designate. A copy of same shall be sent to **the** Union Representative.

**LOCAL ISSUES - APPENDIX - P**

**P-1 Pay Days**

All employees are to be paid on **every** second Thursday on the premises and on the employee's time.

LOCAL ISSUES - APPENDIX - Q -

**Q-1 Job Descriptions**

- a) Except in an emergency a female employee shall not be required to perform duties normally done by a male employee in the Nursing Department.
- b) The Union agrees that during the life of the Agreement, they will meet and discuss revision of the existing job descriptions. All revision will be made by mutual agreement.

**Q-2 Ambulance**

- a) Ambulance Attendant or Trainee Ambulance Attendant

Assists professional nursing staff by performing routine duties in caring for patients. Assists with ambulance cases. Assists orthopaedic procedures. Maintains supply of oxygen on all services.

- b) Ambulance Supervisor - Job Summary

- Responsible for carrying out the provisions of the Ambulance Service Act.
- Responsible for maintaining staff coverage for ambulance service by hospital personnel.
- Responsible for conducting the admission chest X-ray program.
- Assists in the supervision of certain sterile procedures being performed by the orderly staff.

Responsible to:

- Administrator for duties pertaining to ambulance.
- Radiologist for duties in X-ray department.
- Director of Nursing for other duties.

Qualification: (Education)

- Current First Aid Certificate issued by the Canadian Red Cross Society, the Ambulance Association or equivalent.

(Personal)

- Good Health.
- Personal integrity.
- Ability to accept responsibility.
- Ability to exercise good judgement.

Q-2 (cont'd)

Responsibilities and Duties

- a) -Prepare and maintain duty roster for ambulance drivers and attendants.  
-Maintain ambulance staff time record for payroll purposes.  
-Maintain ambulance log book.  
-Maintain **inventory** of ambulance vehicle accessory equipment, patient compartment accessories, and first aid equipment and medical supplies.  
-Maintain ambulance service record.  
-Maintain inventory and stock of sterile supplies in disaster cupboard.  
-Countersign and **take** to the Accounting Office, Ambulance Service Report and voucher forms prepared by the driver or Ambulance attendants.
- b) -Cause ambulance to be checked daily for vehicle performance and accessory equipment and first aid equipment.  
-Check ambulance weekly for patient compartment accessories and medical supplies.  
-Wash and chemically disinfect the interior of the ambulance weekly and after an infectious case.  
-Check ambulance monthly as to vehicle maintenance.  
-Take ambulance supplies to C.S.R. for re-sterilization monthly.
- c) -Ensure that the ambulance is operated within the legislations of the Ambulance Service Act and the Highway Traffic Act.  
-Ensure that ambulance attendant notes patient's condition when **first** seen, First Aid rendered, and significant change, or lack of such, during transit to the nurse or doctor receiving the patient.  
-Conduct meetings once a week for the purpose of teaching ambulance attendants and drivers the skills required of them and for the purpose of reviewing emergency procedures,
- d) -Assists in the emergency department with procedures on patients and with such other procedures **as** may be required under the direction of the nurse in charge.
- e) -**Assist** in the X-ray department in the taking and processing of miniature chest x-ray films under the direction of the x-ray technician.
- f) -Supervise trainee orderlies and/or orderlies, when requested in the performance of sterile procedures.
- g) -Any other related activities.

Q-3 Dietary

a) Cook

Prepares and cooks all food under the direction of a Chef or Dietitian. May estimate quantity of food needed to meet Menu requirements. Helps supervise work of other kitchen help in food production.

b) Evening Cook

Prepares and cooks small quantities of food such as lunch after the regular meals of the day and serves in the dining room.

c) Cook's Helper

Prepares and cooks food under the direction of a cook.

d) Special Dietary Assistant

Employee working under the direction of a qualified Dietitian.

e) Dietary Aide

Performs various tasks such as sweeping and mopping the kitchen; delivery of trays to floor diet kitchens; cleaning refrigerators. May relieve cooks of simpler duties such as cut, wash and peel fruits and **vegetables**. Operates dish washing machine.

Q-4 Housekeeping/Laundry

a) Housekeeping Cleaner

Cleans and maintains floors, walls, windows, washrooms. Gathers and disposes of refuse. Periodically waxes and buffs floors. Cleans and refills sanders. Distributes ice to Nursing areas.

b) Housekeeping Aide

Cleans and services wards, rooms, baths, laboratories and offices, dusts furniture and equipment; cleans window sills, empties trash baskets and arranges furniture and equipment and polishes fixtures. Assists nursing staff as required to carbolize beds.

Q-4 (cont'd)

c) Laundry Aide

Performs various **tasks** within the laundry such as washing and fluffing and folding the clothes and mechanically ironing hospital linens.

Q-5 Material Management

**Aide II**

Perform the responsibilities of shipping and receiving, storage and stock control, to supply medical supplies, food and other **supplies** to **user** departments, to **perform** the bookkeeping functions required for stock control, and to act **as** the deputy of the Material Management Director and to perform the routine non-management functions of that position in the absence of the Director.

Q-6 Nursing

a) Registered Nursing Assistant

Under the supervision of the Head Nurse or Graduate Staff Nurse carries out certain professional and non-professional duties in accordance with her qualifications proven by a recognized certificate and those acquired by on-the-job training.

b) Nursing Assistant

Under the supervision of the Head Nurse or Graduate Staff Nurse carries out certain professional and non-professional duties in accordance with her qualifications proven by a formal course of training and those acquired by on-the-job training.

c) Nursing Aide

**Assists** professional nursing staff by performing normal duties in caring for hospitalized patients.

Q-7 Physical Plant

a) Maintenance Man

Person who **keeps** machinery, equipment and/or structure in good repair; is capable of using the tools of a trade such as a carpenter, painter.

b) Maintenance Helper

Performs semi-skilled and unskilled tasks and general work in connection with building maintenance and repairs. Assists maintenance man when required.

LOCAL ISSUES - APPENDIX - R (refer to 9.05)

R-1 Promotions - Transfers:

Employees who apply for transfer will be given first consideration when filling vacancies in separate nursing units,

Employees transferred from another department shall not be eligible to apply for vacancies outside of the department for a period of eighteen (18) months from the date of transfer unless the employee has been transferred at the requirement of the Employer.

R-2 Change in Ambulance/Nursing Classifications

a) Registered Nursing Assistant Grade II

(Promotions to this classification after job posting only) Experienced and capable of working under minimal supervision on all floors, including C.S.R. Carrying out routine nursing functions as planned **by** the Doctor or Charge Nurse and recording of same, including vital signs, intake and output, etc... Capable of working with Doctors in delivery Room (as scrub nurse) and in Emergency Room for routine work, excluding assessment of patient's condition, phoning of Medical Staff and taking verbal orders. Willing to be re-assigned to any area necessary *for* the whole shift, or remainder of shift.

b) Registered Nursing Assistant Grade I

One who possesses a certificate of registration in Ontario.

1-2 (cont'd)

c) Nursing Assistant:

A graduate of a recognized course of training for a Nursing Assistant and who cannot write the examination for R.N.A. in Ontario or has not **passed** the examination, or

-one who is eligible to write the prescribed examination for R.N.A. in Ontario  
**or**

-one who may have five (5) years employment as a Nursing Aide.

d) Nursing Aide

Within five (5) years employment in this Hospital as a Nursing Aide, promotion will be made to Nursing Assistant.

e) Trainee Ambulance Attendant

**May** work **under** the supervision of a registered nurse for a maximum of **one** (1) year. At the expiry of **six** (6) months, a progress report shall be filed and, if in the opinion of the Employer, the progress report is deemed satisfactory, the Trainee Ambulance Attendant shall be considered an Ambulance Attendant at that time.

LOCAL ISSUES - APPENDIX - S

S-1 The vacation year for purpose of entitlement shall end on March 31st of each year.

Vacations must be taken in the 12-month period following the end of the vacation year in which they were earned unless mutually agreed.

It is understood that the employees will be entitled to split their vacation entitlement if they so wish.

**Employees will** be given as much choice as possible as to time vacation may **be** taken. Final decision as to such dates of vacation shall be mutually agreed by the employee and the Department Head.