

|                   |      |    |    |
|-------------------|------|----|----|
| SOURCE            | Hosp |    |    |
| EFF.              | 89   | 09 | 29 |
| TERM.             | 91   | 09 | 28 |
| No. OF EMPLOYEES  | 78   |    |    |
| NOMBRE D'EMPLOYÉS | 78   |    |    |

PART-TIME

COLLECTIVE AGREEMENT

BETWEEN

SAINT JOSEPH'S GENERAL HOSPITAL

PETERBOROUGH, ONTARIO

(hereinafter called the "HOSPITAL")

AND

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 243

(hereinafter called the "UNION")

Expires: September 28, 1991



MAR 14 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.

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 number of regular part-time employees.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

The Hospital will provide each employee with a T4 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 representatives(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 COMMITTEES6.01 - 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 CommitteeLabour-Management Committee Meeting

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

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

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

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

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

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

6.03 - Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of Hospital employee representatives of the Union for the purpose of negotiating a renewal Agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient restbreak 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

Union Central Bargaining Committee Leave

In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meeting 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 (7), and in no case will more than one (1) 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 (7) Hospitals accordingly.

#### 6.05 - Union Stewards

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

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

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

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

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

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

6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and no more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 - For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 - At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, upon request, to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 - It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the

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

Step No. 2

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

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the griever 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 thereby institute and the regular grievance procedure shall not be 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 not be treated as being initiated at Step No. 3 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

suck 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 end. where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employees 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 FILES8.01 - Access to Personnel File

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

ARTICLE 9 - SENIORITY9.01 - 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 (12) 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 one thousand seven hundred twenty-five (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 the 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

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

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

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this article and the names of the successful applicants will be posted, with a copy provided to the union.

9.05 - Transfer and Seniority Outside the Bargaining Unit

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

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

Note: Employees outside the bargaining unit as of the effective date as set out in the Local Provisions Appendix will be credited with whatever seniority they held under the Collective Agreement expiring September 28, 1984, should they be returned to the bargaining unit subsequent to the effective date as set out in the Local Provisions Appendix.

9.06 - Transfer of Seniority and Service

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



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

- i) an employee whose status is changed from Full-time to part-time shall receive full credit for his seniority and service;
- ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) 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 Labour-Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any re-alignment 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 - Layoff and Recall

In the event of a layoff, the Hospital shall layoff employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

An employee who is subject to layoff shall have the right to either:

- a) accept the layoff; or
- b) displace an employee who has less bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

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

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

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

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record

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

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

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

#### 9.09 - 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 (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as 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 UNIT11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

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

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

ARTICLE 12 - LEAVES OF ABSENCE12.01 - Personal Leave

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

12.02 - Union Business

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such

leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied. In requesting such leave of absence for an employee or employees, the Union must give a least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

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

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

12.03 - (a) Full-Time Position with the Union

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

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

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

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

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

#### 12.05 - Jury & 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 hearings 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.

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

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.

An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (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 pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend

the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

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

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

The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital above by written notification to be received by the Hospital at least two (2) weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.07 - Adoption Leave

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

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective October 20, 1990, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly



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

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

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

Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.

#### 12.08 - Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

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

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

#### ARTICLE 13 - INJURY PAY

##### 13.0: - Injury Pay

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

or other credits.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

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

The Hospital does not guarantee to provide work for the normal number of working hours, or for any other hours.

14.02 - Rest Periods

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

When the employee works in excess of seventy-five (75) hours in a two (2) week period, or in excess of seven and one-half (7 1/2) hours in any one shift, at the request of and approval of the head of the department in which he is employed, such time shall be considered as overtime.

15.03 - Overtime Premium and No Pyramiding

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

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

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

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

15.06 - Call-Back

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

15.07 - Standby

**a** An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate in the higher salary range

immediately above his current rate from the commencement of the shift in which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 - Shift Premium

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

ARTICLE 16 - HOLIDAYS

16.01 - Payment for Working on a Holiday

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

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 Calculations of Payment Vacation Allowance

Any employee shall be entitled to a vacation once a year, without loss of pay.

- 1) Subject to the provision of (2) below: Each part-time employee shall be entitled to a vacation allowance calculated on the basis of his total regular earnings between July 1st of the previous year and June 30th of the current year as follows:

Part-time employees with less than three thousand four hundred fifty (3,450) hours of service as of July 1st ...  
Four per cent (4%) of such earnings.

Part-time employees with between three thousand four hundred fifty (3,450) hours, and eight thousand six hundred twenty four (8,624) hours of service as of July

1st ... Six per cent (6%) of such earnings.  
Part-time employees with between eight thousand six hundred twenty five (8,625) hours, and twenty five thousand eight hundred seventy four (25,874) hours service as of July 1st ... Eight per cent (8%) of such earnings.

Part-time employees with between twenty five thousand eight hundred seventy five (25,875) hours, and forty three thousand one hundred twenty four (43,124) hours of service as of July 1st ... Ten per cent (10%) of such earnings.

Part-time employees with more than forty three thousand one hundred twenty five (43,125) hours of service as of July 1st ... Twelve per cent (12%) of such earnings.

In all the above cases, the employee is also entitled to the equivalent time off.

- 2) When an employee leaves the employ of the Hospital for any reason, he shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without giving two (2) weeks' notice of termination, in writing, in which case he shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.

3) Progression on Vacation Schedule (Part-time)

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

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

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work is performed, the employee will receive one (1) vacation lieu day off for each day on which he so worked.

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES18.01 - Benefits for Part-Time Employees

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

ARTICLE 19 - HEALTH & SAFETY COMMITTEE19.01 - Health & Safety Committee

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his

regular or premium rate as may be applicable.

- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

#### ARTICLE 20 - COMPENSATION

##### 20.01 - Job Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the

local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the

Union the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital. Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B. an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.02 - Promotion to a Higher Classification

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



20.03 - Wages and Classification Premiums

Effective September 29, 1989

| <u>Job Classification</u>        | <u>Start Rate</u> | <u>Interim Rate</u><br>(337.50)<br>Hrs. | <u>After 6 Months</u> | <u>After 1 Year</u><br>(1725)<br>Hrs. | <u>After 2 Years</u><br>(3450)<br>Hrs. |
|----------------------------------|-------------------|---|-----------------------|---------------------------------------|--|
| Orderly                          | 12.943            | 13.197                                  |                       | 13.474                                | 13.770                                 |
| Orderly - Trainee                | 12.943            | 13.197                                  |                       |                                       |  |
| Registered Nursing Assistant     | 13.072            | 13.326                                  |                       | 13.604                                | 13.900                                 |
| Non Registered Nursing Assistant | 12.029            | 12.315                                  |                       | 12.534                                | 12.896                                 |
| O.R. & D.R. Technicians          | 12.457            | 12.815                                  |                       | 13.208                                |  |
| O.R. & C.S.R. Aides              | 12.227            | 12.545                                  |                       | 12.883                                |  |
| O.R. Attendant                   | 12.801            |   |                       | 12.995                                | 13.259                                 |
| Ward Aides                       | 11.922            | 12.240                                  |                       | 12.573                                |  |
| Baker                            | 13.748            | 14.063                                  |                       | 14.401                                |  |
| Cook (Qualified)                 | 13.610            | 13.905                                  |                       | 14.226                                |  |
| Dietary Stores Clerk             | 12.773            | 13.151                                  |                       | 13.563                                |  |
| Dietary Aide                     | 12.138            | 12.456                                  |                       | 12.789                                |  |
| Dietary Helper                   | 12.299            | 12.655                                  |                       | 13.033                                |  |
| Laundry Aide                     | 11.922            | 12.240                                  |                       | 12.573                                |  |
| Laundry Helper                   | 12.299            | 12.655                                  |                       | 13.033                                |  |
| Seamstress                       | 12.320            | 12.676                                  |                       | 13.051                                |  |
| Linen Aide                       | 11.922            | 12.240                                  |                       | 12.573                                |  |
| Head Cleaner                     | 12.773            | 13.151                                  |                       | 13.563                                |  |
| Cleaner                          | 12.399            | 12.753                                  |                       | 13.131                                |  |
| Housekeeping Aide                | 12.138            | 12.456                                  |                       | 12.789                                |  |
| Stationary Engineer 3            | 16.124            |   |                       | 16.533                                |  |
| Stationary Engineer 4            | 15.098            |   | 15.450                |                                       |  |
| Maintenance Mechanic             | 14.407            | 14.765                                  |                       | 15.141                                | 15.535                                 |
| Maintenance Helper               | 12.628            | 12.983                                  |                       | 13.360                                |  |
| Handyman                         | 14.035            | 14.328                                  |                       | 14.646                                | 14.984                                 |
| General Labourer                 | 12.628            | 12.983                                  |                       | 13.360                                |  |
| Painter                          | 15.245            |   | 15.635                |                                       |  |
| Carpenter                        | 15.975            |   | 16.326                |                                       |  |
| Head Stores Clerk                | 12.773            | 13.151                                  |                       | 13.563                                |  |
| Receiving & Stores Clerk         | 12.399            | 12.753                                  |                       | 13.131                                |  |
| Physiotherapy Aide               | 12.138            | 12.456                                  |                       | 12.789                                |  |
| Radiology Aide                   | 12.138            | 12.456                                  |                       | 12.789                                |  |

20.03 - Wages and Classification Premiums

Effective September 29, 1990

| <u>Job Classification</u>        | <u>Start Rate</u> | <u>Interim Rate</u><br>(337.5 Hrs.) | <u>After 6 Months</u> | <u>After 1 Year</u><br>(1725) Hrs. | <u>After 2 Years</u><br>(3450) Hrs. |
|----------------------------------|-------------------|-------------------------------------|-----------------------|------------------------------------|-------------------------------------|
| Orderly                          | 13.849            | 14.121                              |                       | 14.417                             | 14.734                              |
| Orderly - Trainee                | 13.849            | 14.121                              |                       |                                    |                                     |
| Registered Nursing Assistant     | 13.987            | 14.259                              |                       | 14.556                             | 14.873                              |
| Non Registered Nursing Assistant | 12.871            | 13.177                              |                       | 13.411                             | 13.799                              |
| O.R. & D.R. Technicians          | 13.329            | 13.712                              |                       | 14.133                             |                                     |
| O.R. & C.S.R. Aides              | 13.083            | 13.423                              |                       | 13.785                             |                                     |
| O.R. Attendants                  | 13.697            |                                     |                       | 13.905                             | 14.187                              |
| Ward Aides                       | 12.757            | 13.097                              |                       | 13.453                             |                                     |
| Baker                            | 14.710            | 15.047                              |                       | 15.409                             |                                     |
| Cook (Qualified)                 | 14.563            | 14.878                              |                       | 15.222                             |                                     |
| Dietary Stores Clerk             | 13.667            | 14.072                              |                       | 14.512                             |                                     |
| Dietary Aide                     | 12.988            | 13.328                              |                       | 13.684                             |                                     |
| Dietary Helper                   | 13.160            | 13.541                              |                       | 13.945                             |                                     |
| Laundry Aide                     | 12.757            | 13.097                              |                       | 13.453                             |                                     |
| Laundry Helper                   | 13.160            | 13.541                              |                       | 13.945                             |                                     |
| Seamstress                       | 13.182            | 13.563                              |                       | 13.965                             |                                     |
| Linen Aide                       | 12.757            | 13.097                              |                       | 13.453                             |                                     |
| Head Cleaner                     | 13.667            | 14.072                              |                       | 14.512                             |                                     |
| Cleaner                          | 13.267            | 13.646                              |                       | 14.050                             |                                     |
| Housekeeping Aide                | 12.988            | 13.328                              |                       | 13.684                             |                                     |
| Stationary Engineer 3            | 17.253            |                                     |                       | 17.690                             |                                     |
| Stationary Engineer 4            | 16.155            |                                     | 16.532                |                                    |                                     |
| Maintenance Mechanic             | 15.415            | 15.799                              |                       | 16.201                             | 16.622                              |
| Maintenance Helper               | 13.512            | 13.892                              |                       | 14.295                             |                                     |
| Handyman                         | 15.017            | 15.331                              |                       | 15.671                             | 16.033                              |
| General Labourer                 | 13.512            | 13.892                              |                       | 14.295                             |                                     |
| Painter                          | 16.312            |                                     | 16.729                |                                    |                                     |
| Carpenter                        | 17.093            |                                     | 17.469                |                                    |                                     |
| Head Stores Clerk                | 13.667            | 14.072                              |                       | 14.512                             |                                     |
| Receiving & Stores Clerk         | 13.267            | 13.646                              |                       | 14.050                             |                                     |
| Physiotherapy Aide               | 12.988            | 13.328                              |                       | 13.684                             |                                     |
| Radiology Aide                   | 12.988            | 13.328                              |                       | 13.684                             |                                     |



20.04 - Progression on the Wage Grid (Part-Time)

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

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

ARTICLE 21 - DURATION

21.01 - Term

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

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 one hundred twenty (120) to sixty (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.

Dated at Peterborough, Ontario, this 15<sup>th</sup> day of January 1991.

FOR THE LOCAL UNION

Pauline Ayon  
Claudia Bellini  
Clare Mindle  
Jack Morrison  
Norissa Emley  
Frank Portetta

FOR THE HOSPITAL

[Signature]  
Paul J. Walker  
Blw Kayler  
 \_\_\_\_\_  
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 \_\_\_\_\_

Appendix of Local IssuesARTICLE 22 - RECOGNITION

22.01 - **The Hospital recognizes the Union as the exclusive collective bargaining agent for all lay employee of St. Joseph's General Hospital in Peterborough, employed for not more than twenty-four (24) hours per week and students employed during the school vacation period. save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, person above the rank of supervisor or foremen, chief engineer, office staff and employees covered by subsisting Collective Agreements.**

ARTICLE 23 - RIGHTS AND FUNCTIONS OF THE HOSPITAL ADMINISTRATION

- 23.01 - The Union acknowledges that it is the exclusive function of the Hospital Administration to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - c) Generally to manage the Hospital.

ARTICLE 24 - CHECK-OFF OF UNION DUES

- 24.01 - Every employee currently employed by the Hospital in a position covered by this Collective Agreement shall, as a condition of employment, contribute each calendar month an amount equal to the current monthly dues.
- 24.02 - Every employee commencing employment with the Hospital in a position covered by this Agreement, subsequent to the date of this Agreement, shall, as a condition of employment, contribute to the Union, by payroll deduction, an amount equal to the current monthly union dues, such deduction to commence with the check off next following his date of employment.
- 24.03 - The Hospital shall remit the total of all deductions to the Treasurer of the Union by the fifteenth of each month.

ARTICLE 25 - UNION COMMITTEES AND STEWARDS25.01 - Negotiating Committee

The Hospital acknowledges the right of the Union to appoint or select a Negotiating Committee of not more than six (6) employees from full-time and/or part-time bargaining units, one of whom shall be the President of the Local (reference Article 6.03).

25.02 - Grievance Committee

The Hospital acknowledges a Grievance Committee of three (3) members from among the stewards, One (1) shall be the Chairman or Chief Steward, one (1) shall be a permanent member and the third member shall be the steward representing the department in which the grievance originated (reference Article 6.06).

25.03 - In view of the foregoing, it is mutually agreed that an employer will not be eligible to serve as a steward, or as a member of either of the Committees until he has completed his probationary period.

ARTICLE 26 - SENIORITY26.01 - Seniority List

A seniority list of all employees covered by this Agreement shall be posted in January and June each year. This list shall show names, positions, and date upon which the employee last commenced employment with the Hospital in a position covered by this Agreement, save and except as may be necessary to give effect to 9.07. Copies of the seniority list will be posted on all bulletin boards and one (1) copy will be supplied to the Union. If no challenge is filed within six (6) months of the posting, the list shall be accepted as correct for all employees.

One (1) copy of such seniority list shall be posted on a seniority board which shall be accessible to all employees at all times.

26.02 - The effective date referred to in Articles 9.05 and 9.06 (Transfer of Seniority and Service) is April 2, 1985.

ARTICLE 27 - RETIREMENT AGE AND PHYSICAL HANDICAP

27.01 - The normal retirement age shall be sixty-five (65) for men and women. Upon notifying the Union, the Hospital may, however, at its sole discretion, continue to employ, on a

month-to-month basis, any person after he **has** attained retirement age, at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of the employee.

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

The schedule of wages **set** out in Article 20.04 of the Agreement shall not apply to employees retained after retirement age is reached, or employees who become physically and/or mentally handicapped prior to reaching retirement age.

In the event that the Hospital does set a rate for such an employee, the Hospital shall notify the Union and, upon request, meet to discuss the matter. If, as a result, the rate is alleged to be arbitrary or discriminatory, the employee may grieve.

#### ARTICLE 28 - GENERAL

##### 28.01 - Proper Accommodation

Every reasonable effort will be made by the Hospital to provide proper accommodation for employees to have their meals and keep their clothes.

##### 28.02 - Bulletin Boards

The Hospital shall provide four (4) bulletin boards upon which the Union shall have the right to post notices of meetings and such other items as may be of interest to the employees.

These boards will be located:

- a) Outside the employees' locker rooms on the basement floor of the "D" Wing in the north end of the corridor, and
- b) at the eastern entrance to the main kitchen on the ground floor of the "A" Wing, and
- c) in the cafeteria, and
- d) in the Staff Lounge in the Surgical Suite.

Notices posted on these boards by the Hospital shall be deemed to have been posted within the meaning and provisions of this Agreement.

28.03 - Uniforms

Where the Hospital requires an employee to be in uniform, such uniforms will be supplied and laundered by the Hospital. The Executive Director may issue rules and regulations relating to the number of issue, their return and their care by the employees.

28.04 - General

Where the word "Executive Director" appears, it is understood that his designated representative may be submitted in lieu thereof.

28.05 - Pay Days

Pay periods will be two (2) weeks' duration, terminating with the tour commencing prior to 2359 hours every second Sunday. Pay cheques for this period will be issued from 1300 hours the following Thursday, except that pay cheques for employees not working the day shift on pay day will be available between 0700 and 1100 hours.

Effective upon the implementation of the direct deposit system pay cheques for employees not working the day shift on pay day will be available between 0700 and 1630 hours.

The Hospital will implement an optional direct deposit system with such financial institutions that are compatible with our system. Such institutions will be able to ensure that they pay will be deposited to the employee's account by 1000 hours on the Thursday following the end of the pay period. Pay statements will be distributed from 1300 hours on pay day.

The Hospital will not charge a fee for direct deposit.

Once implemented, the direct deposit system will become mandatory for only those employees joining the staff following date of implementation.

Vacation pay of one (1) week duration, or more, shall be issued separate from any pay received for hours worked.

ARTICLE 29 - HOURS OF WORK AND WORKING CONDITIONS

29.01 - The hours and days of work for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without prior consultation with the employee. There will be no split shifts. No employee shall be compelled to work more than seven (7) consecutive days unless otherwise mutually agreed.



Equitable distribution of scheduled and call-in hours will only apply to those part-time employees who have not unduly restricted their availability.

#### 29.02 - Time Off Between Shifts

When an employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hour time allowed for shift change has expired.

#### 29.03 - Days Off

The Hospital will make every reasonable effort to schedule days off for employees on the basis of two (2) a? each time.

In addition, the Hospital will either schedule one consecutive Saturday and Sunday off every twenty-one (21) days or, in lieu thereof, pay the employee at the rate of time-and-one-half for all hours worked on such third weekend of work.

Employees shall be allowed the trading of days off with another employee of their own status with the consent of the Department Head. Such mutual exchange would not require the Employer to pay overtime rates of pay. Such mutual exchange shall be in writing.

#### 29.04 - Notice of Change of Shift

- (a) The Hospital will afford the employees engaged on shift work at least forty-eight (48) hours notice in advance of assignment to a different shift. Where less than forty-eight hours notice is given, such notice of assignment to a different shift shall only be made with the written consent of the employee.
- (b) The Hospital agrees there will be no arbitrary or discriminatory assignment of personnel in the nursing services (i.e. orderlies, registered nursing assistants, ward aides) to particular shifts. It is recognized, however, by both parties, that the Hospital must be efficiently staffed at all times and, therefore the above commitment will in no way preclude the employment of personnel who would be unavailable at other than particular times and cannot be replaced.

29.05 - When an employee is called to work at a time that prevents him from reporting at the start of a regularly scheduled shift, and such employee reports for work, he shall be paid regular straight time rate of pay for all time from the start of the regularly scheduled shift to the time the employee report for work up to a maximum of one (1) hour.

Note: This clause does not apply to those situations where the applicable premium rate of pay is provided, i.e. Article 15.06.

#### ARTICLE 30 - PAID HOLIDAYS

##### 30.01 - Paid Holidays

The following holidays shall be observed by the Hospital:

- |                                  |                     |
|----------------------------------|---------------------|
| 1. New Year's Day                | 7. Civic Holiday    |
| 2. The second Monday in February | 8. Labour Day       |
| 3. Good Friday                   | 9. Thanksgiving Day |
| 4. Easter Monday                 | 10. Remembrance Day |
| 5. Victoria Day                  | 11. Christmas Day   |
| 6. Dominion Day                  | 12. Boxing Day      |

30.02 - All employees shall be entitled to either Christmas Day or New Year's Day off. In the event of a conflict between two (2) or more employees in the same department, seniority shall govern.

It is further agreed that no employee shall be required to work two (2) consecutive Christmas Days or two (2) consecutive New Year's Days.

The Hospital will endeavour to allow each employee who is scheduled off either Christmas Day or New Year's Day, to be scheduled off the evening and/or the night shift prior to the holiday.

#### ARTICLE 31 - VACATIONS

31.01 - The Hospital will generally endeavour to accommodate the employee in scheduling vacation in accordance with the specific periods requested. However, where the granting of such requests would prejudice the level of patient care, seniority will prevail in determining the time a specific employee's vacation is scheduled.

#### ARTICLE 32 - STEWARDS

The Union shall have the right to appoint or otherwise select stewards as follows:

|   |   |
|---|---|
| Engineers, Maintenance, Receiving<br>and Storekeeping | 1 |
| Kitchen and Cafeteria                                 |   |
| Housekeeping Staff                                    | 3 |
| Nursing Staff   | 8 |
| Diagnostic Imaging, Physiotherapy<br>and Day Hospital | 1 |

The Union shall notify the Hospital of the names of stewards as soon as they are appointed and subsequently inform the Hospital forthwith of any changes in the steward appointments.

ARTICLE 33 - SICK LEAVE

- 33.01 - An employee who is booked for elective surgery shall give his Department Head at least one (1) month's notice, where possible, of the date for which he is booked for such elective surgery.
- 33.02 - Employees who have been absent from work due to illness will be required to advise the Hospital a minimum of twelve (12) hours in advance of the time they plan to return to work to afford the Hospital the opportunity of cancelling relief.

LETTER OF INTENT

The parties agree that:

- a) the Hospital and the Union will share equally, the cost of printing a renewal Collective Agreement.
- b) The format and the Printer shall be mutually agreed upon by both parties.

LETTER OF INTENT

The parties agree to the following relative to approved leave of absence for Union business:

- a) effective April 1, 1989, salary and applicable benefits will be maintained by the Hospital during approved leave of absence for Union business.
- b) the Local agrees to reimburse the Hospital in the amount of the daily rate of the employee.
- c) the Hospital will invoice the Local on a bi-monthly basis.

NOTE: This only applies to leaves of absence under Article 12.02 "Union Business".

LETTER OF INTENT

The Parties agree that; the Hospital will provide, maintain 3rd replace as necessary any tools required to carry out an employee's duties, such tools to be the property of the Hospital.

Employees will not be required to provide tools on the job. This Agreement will be effective April 1, 1990.

LETTER OF INTENT

The parties agree to the following relative to Labour-Management Committee Meetings (refer to Article 6.02):

These meetings will occur on a bi-monthly basis and the Chair and the Secretary roles will be shared between the Parties on an alternating basis.

LETTER OF INTENT

The parties will sign an undertaking to discuss the following issues through the Labour-Management Committee:

- i) alternative scheduling arrangements
- ii) the merger of the current Full Time and Part Time Collective Agreements.

LETTER OF INTENT

The parties will sign an undertaking to discuss the following Equal Opportunity issues through the Labour-Management Committee:

- i) opportunities for Full Time permanent **jobs**,
- ii) promotion and/or upgrading strategies,
- iii) opportunities for fixed schedules for Part Time and temporary status employees,
- iv) training and development opportunities for all employees,
- v) career planning,
- vi) **ways** and means to expedite the filling of permanent positions,
- vii) applications of the Basic Education **for** Skills Training Program.

The Letters of Intent relative to the sharing of the cost of printing the Collective Agreements and approved leaves of absence for union **business** shall continue to form part of this agreement.

The foregoing represents the resolution of all Local Issues

Signed at Peterborough, Ontario this 23rd **day** of November, 1989.

FOR THE HOSPITAL

*Jean T. Foster*

FOR THE LOCAL UNION

*Johnnie Aron*  
*Johnnie Aron*  
*Henry Embry*  
*Jack W. Murray*  
*Janice Pappas*  
*Robert Ricketts*  
*A.D. Miller*

LETTER OF UNDERSTANDING

BETWEEN

SAINT JOSEPH'S GENERAL HOSPITAL

PETERBOROUGH, ONTARIO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 243

The parties hereby agree, further to Articles 9.04 (P.T.) and 9.05 (F.T.), Job Posting, as follows:

(a) 9.04 (P.T.) 9.05 (F.T.)

**a**

When a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is established, the job posting shall describe the nature of the position; required knowledge, education, ability and skill; wage rate or wage range and applicable hours of work.

(b) 9.05 (F.T. only)

In accordance with existing practice, when a full time vacancy occurs in either the Housekeeping or Dietary Departments, unilateral moves based on department seniority will be allowed with the resulting full time vacancy being pasted as per (a) above. This practice will continue until such time as either department schedules full time staff on a rotating basis.

DATED AT PETERBOROUGH, ONTARIO THIS 15 DAY OF January, 1991

FOR THE UNION

FOR THE HOSPITAL

[Signature]  
Claudia Bellino  
Clare Messle  
Jack Morrison  
Norway Emby  
Frank Rocchitta

[Signature]  
[Signature]  
Bill Hayler  
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