

SOURCE	Hosp.		
EFF.	90	09	29
TERM.	91	09	28
No. OF EMPLOYEES	29		
NOMBRE D'EMPLOYÉS	29		

COLLECTIVE AGREEMENT

OFFICE AND CLERICAL EMPLOYEES

between

THE SHAVER HOSPITAL

— and —

CUPE LOCAL 1742

Expires: September 28, 1991

APR 22 1993

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OFFICE & CLERICAL

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OFFICE & CLERICAL

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COLLECTIVE AGREEMENT
OFFICE AND CLERICAL EMPLOYEES

b e t w e e n

THE SHAVER HOSPITAL

(hereinafter called the "Employer")

OF THE FIRST PART

a n d

CANADIAN UNION OF
PUBLIC **EMPLOYEES, C.L.C.**
and its LOCAL **1742**

(hereinafter called the "Union")

OF **THE** SECOND PART

ARTICLE 1 - PREAMBLE (Full Time and Part Time)

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

It is recognised 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 (Full Time and Part Time)

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 (Full Time and Part Time)

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 (Part Time Only)

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

2.03 REGULAR PART TIME EMPLOYEE

Regular part time employees are employees scheduled for twenty-four (24) or less hours per week, and who:

- (a) will be available to work full shifts if required;
- (b) will be available for work on paid holidays;
- (c) will be available to rotate to any of the three (3) shifts if required; and

ARTICLE 2 - DEFINITIONS (Cont.)

2.03 (Cont.) (d) will be available to work in any **sub-** department if required.

2.04 CASUAL EMPLOYEE

Casual part time employees are employees who work on an interim replacement basis and who are available for **call-** in from time to time as circumstances demand.

ARTICLE 3 - RELATIONSHIP

3.01 NO DISCRIMINATION (Full Time and Part Time)

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 AND LOCKOUTS (Full Time **and** Part Time)

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 (Full Time and Part Time)

5.01 T-4 SLIPS

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

TABLE 5 - UNION SECURITY (Cont.)

5.02 CATION 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.

5.05 EMPLOYEE INTERVIEW

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

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

5.04 NO OTHER AGREEMENTS

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

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

TABLE 6 - UNION REPRESENTATION AND COMMITTEES (Full Time and Part Time)

6.01 UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES (Cont.)

6.01 (Cont.)

specifically provided for **in this agreement**. **Such** approval will not be unreasonably denied.

6.02 LABOUR MANAGEMENT COMMITTEE

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

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

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

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

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

Where two or more agreements exist between a Hospital and **C.U.P.E.** the Committee may be a joint one representing employees under both agreements, unless otherwise agreed. When a patient's behaviour and/or condition is such that there is a potential hazard to the health and/or safety of an employee, the employer shall meet with the Union in

ARTICLE - UNION REPRESENTATION AND COMMITTEES (Cont.)

6.02 (Cont.)

order to discuss procedures, level of staffing etc., as is necessary to ensure that the employees can carry out their duties in a safe manner.

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. 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 one (1) day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 **CENTRAL BARGAINING COMMITTEE**

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES (Cont.)

6.04 (Cont.)

negotiating meetings with the Hospital's 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 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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES (Cont.)

6.05 (Cont.)

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

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

A Committee member shall suffer no loss of earnings for time spent during 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 (Full Time and Part Time)

7.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Cont.)

7.01 (Cont.)

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 **withing** nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and *sequence*:

STEP NC. 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:

TICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Cont.)

7.03 (Cont.)

STEP NO. 2

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

STEP NO. 3

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

7.04 A 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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Cont.)

7.04 (Cont.)

complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

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

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

- (a) confirming the Hospital's action in dismissing the employee; or
- (b) reinstating the employee with or without **full** compensation for the time lost; or

TITLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Cont.)

7.06 (Cont.)

(c) by any other arrangement which may be deemed just and equitable.

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

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

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

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this agreement and at the same time, name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required,

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Cont.)

7.09 (Cont.)

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 (2) nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

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

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

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

7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Cont.)

7.15 (Cont.)

provisions of Section 44 (6) of the Labour Relations Act.

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

ARTICLE 8 - ACCESS TO FILES (Full Time and Part Time)

8.01 ACCESS TO PERSONNEL FILE

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

ARTICLE 9 - SENIORITY (Full Time and Part Time)

9.01 PROBATIONARY PERIOD

A new employee will be considered on probation until he has completed forty-five days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (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

Full time employees will accumulate seniority on the

ARTICLE 9 - SENIORITY (Cont.)

9.02 (Cont.)

basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

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

Seniority will operate on a bargaining unit-wide basis. Notwithstanding the above, employees hired prior to **October 10, 1986** will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

9.03 LOSS OF SENIORITY

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

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

ARTICLE 9 - SENIORITY (Cont.)

9.03 (Cont.)

vacancies noted under the heading of Layoff and Recall;

- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

9.03 EFFECT OF ABSENCE (Full Time Only)

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective October 20, 1990, the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective October 20, 1990 service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee

ARTICLE 9 - SENIORITY (Cont.)

9.04 (cont.)

is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

(c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits or L.T.D. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.05 JOB POSTING

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

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

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

ARTICLE 9 - SENIORITY (Cont.)

9.05 (Cont.)

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 C.U.P.E. 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.

The Employer shall be free to temporarily fill the vacancy during the posting period.

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.

The posting shall show the classification, vacant department, the requirements of the job, wages, shifts to

ARTICLE 9 - SENIORITY (Cont.)

9.05 (Cont.)

be worked. In this Section 9.05, vacancies shall mean those of a full-time, long term nature, such as arise through quits, new **jobs**, illness of over six (6) months and leave of absence over six (6) months.

9.06 ~~TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT~~

Effective for employees transferred out of the bargaining unit subsequent to June 6, 1985:

- (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 June 6, 1985 will be credited with whatever seniority they

Article 9 - SENIORITY (Cont.)

9.06 held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to June 6, 1985.

9.07 TRANSFER OF SENIORITY AND SERVICE

Effective June 6, 1985 and for employees who transfer subsequent: to June 6, 1985:

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.

9.08 NOTICE OF LAY-OFF

In the event of a proposed lay-off 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 lay-off, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the Lay-off

ARTICLE 9 - SENIORITY

9.08 (Cont.)

(ii) the ~~service~~ the Hospital will undertake after the lay-off

(iii) the method of implementation including the areas of cut-back and employees to be laid off.

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

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

9.09 LAY-OFF AND RECALL

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

An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification ~~in~~ the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other

ICLE 9 - SENIORITY (Cont.)

9.09 (cont.)

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 One percent
(1%) of the laid off employee's straight time
hourly wage rate.

- (c) An employee shall have opportunity of recall from a
lay-off to an available opening, in order of
seniority, provided he has the ability to perform
the work before such opening is filled on a regular
basis under a jobposting procedure. The posting
procedure in the collective agreement shall not
apply until the recall process has been complete.
- (d) In determining the ability of an employee to
perform the work for the purposes of the paragraphs
above, the Hospital shall not act in an arbitrary
or unfair manner.
- (e) An employee recalled to work in a different
classification from which he was laid off shall
have the privilege of returning to the position he
held prior to the lay-off should it become vacant
within six (6) months of being recalled.
- (f) No new employees shall be hired until all those
laid off have been given an opportunity to return
to work and have failed to do so, in accordance
with the loss of seniority provision, or have been
found unable to perform the work available.
- (g) The Hospital shall notify the employee of recall
opportunity by registered mail, addressed to the
last address on record with the Hospital (which

ARTICLE 9 - SENIORITY (Cont.)

9.09 (Cont.)

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.

- (h) Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part time employees.

9.10 BENEFITS ON LAY-OFF (Full Time Only)

- (a) In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.
- (b) The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be **made** through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the Lay-off and arranges with the Hospital the appropriate payment schedule.

ARTICLE 9 - SENIORITY (Cont.)

9.1.1 TECHNOLOGICAL CHANGE:

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

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

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

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

ARTICLE 10 - CONTRACTING OUT (Full Time and Part Time)

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 lay-off of any

ARTICLE 10 - CONTRACTING OUT (Cont.)

employees other than casual part time employees results from such contracting out. Contracting out to an employer who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 11 - WORK OF THE BARGAINING UNIT (Full Time and Part Time)

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

11.02 VOLUNTEERS

The use of volunteers to perform bargaining unit work, as covered by this agreement shall not be expanded beyond the extent of existing practice as of June 1, 1986. Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three month intervals, the number of volunteers for the current month and the number of hours worked.

ARTICLE 12 - LEAVES OF ABSENCE (Full Time and Part Time)

12.01 PERSONAL LEAVE

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

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.02 UNION BUSINESS

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such Leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, & 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 fulfil 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
(Full Time Only)

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than **one** (1) employee in the bargaining unit may be on such leave at the same time.

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.03 (a) (Cont.)

Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

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

12.03 (b) ~~FULL TIME POSITION WITH THE UNION (Part Time Only)~~

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to a fulltime 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.

ICLE 12 - LEAVES OF ABSENCE (Cont.)

12.03 (b) (Cont.)

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

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

12.03 (c) LEAVE FOR OCHU PRESIDENT

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the position of the President of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union. There shall be no loss of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.03 (Cont.)

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 AND WITNESS DUTY (Full Time Only)

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

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

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.05 (Cont.)

thereof.

In addition to the foregoing, where a full time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b), and (c) above.

12.06 (b) JURY AND EXTERNAL DUTY (Part Time Only)

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.05 (b) (Cont.)

(c) deposits with the Hospital the full amount of **compensation** received excluding mileage, **travelling** and meal allowances and an official receipt thereof.

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

12.06 (a) MATERNITY LEAVE (Full Time Only)

Maternity leave will be granted in accordance with the provisions 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 percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance

TICLE 12 - LEAVES OF ABSENCE (Cont.).

12.06 (a) (Cont.)

waiting period and receipt by the Hospital. of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity Leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

It is understood that during a maternity Leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Effective October 20, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the Leave while an employee is on maternity leave.

However, credit for seniority shall not be suspended but

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.06 (a) (Cont.)

shall accumulate during such leave.

Effective October 20, 1990 the Hospital will continue to pay its share of the premiums of the **subsidized employee** benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while **the employee is on maternity Leave**. After seventeen (17) weeks and subject to the provision of the master policies governing such **plans, employees** desiring to maintain such protection through the employer shall be entitled to remit to the employer such full premiums as fall due during the leave so as to insure continued coverage.

The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital by written notification to be received by the Hospital at least two (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.

12.06 (b) MATERNITY LEAVE (Part Time Only)

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

The service requirement for **eligibility** for maternity leave shall be 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.

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.06 (b) (Cont.)

An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971 shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (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

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.06 (b) (Cont.)

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. **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 (a) ADOPTION LEAVE (Full Time Only)

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

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.07 (a) (Cont.)

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

It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis, and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

Effective October 20, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

ARTICLE 12 - LEAVE & ABSENCE (Cont.)

12.07 (a) (Cont.)

Effective October 20, 1990 the Hospital will continue to pay its share of the premiums of the subsidised employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the Leave while the **employee** is on adoption leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection **through** the employer **shall** be entitled to remit to the employer such full premiums **au fall** due during the Leave so as to insure continued coverage.

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

(h) **ADOPTION LEAVE (Part Time Only)**

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

ARTICLE 22 - LEAVES OF ABSENCE (Cont.)

12.07 (a) (Cont.)

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 timer 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

ARTICLE 12 - LEAVES OF ABSENCE (Cont.)

12.08 (Cont.)

seniority and benefits to write examinations to upgrade his or her employment qualifications.

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

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

ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY

13.01 HOODIP (Full Time Only)

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

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service.

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

ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY (Cont.)

13.01 (b) (Cont.)

are specifically dealt with hereinafter.

- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and;
 - (2) Where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of *employment* shall be that portion of any unused sick leave days under the former conditions relating to pay-out;
 - (3) Where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out;
 - (4) An employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is **recognized** by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for loss of wages to

ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY (Cont.)

13.01 (Cont.)

the employee by such amount that the award of the Workers ' Compensation Board for loss of wages together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employees net earnings, to the limit of the employee's accumulated sick leave credits.

- (5) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- (6) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

13.02 INJURY PAY (Full Time and Part Time)

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 AND WEEKLY HOURS OF WORK (Full Time Only)

The normal hours of work shall be seven and one half (7 1/2) per day and averaged on a bi-weekly basis, thirty-seven and one half (37 1/2) per week.

14.02 (a) REST PERIODS (Full Time Only)

The Hospital will schedule **one** fifteen minute rest period for each full half scheduled shift.

TITLE 14 - HOURS OF WORK

(b) REST PERIODS (Part Time Only)

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

14.03 ADDITIONAL REST PERIODS (Full Time and Part Time)

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.

TITLE 15 - PREMIUM PAYMENT

15.01 DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

(Full Time and Part Time)

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

15.02 DEFINITION OF OVERTIME (Full Time and Part Time)

Premium overtime shall be paid for all authorized hours worked:

(a) in excess of:

(i) seven and one half (7 1/2) hours in a day;

(ii) thirty-seven and one half (37 1/2) hours in a week averaged on a bi-weekly basis.

(b) On an employee's scheduled day off. (Section 15.02

(a) (ii) and 15.02 (b) shall not apply when the work is the result of an exchange of a shift between two (2) employees for reasons of personal convenience.)

15.03 OVERTIME PREMIUM AND NO PYRAMIDING (Full Time and Part Time)

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

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

ARTICLE 15 - PREMIUM PAYMENT (Cont.)

15.04 TIME OFF IN LIEU OF OVERTIME (Full Time, and Regular Part Time)

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

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

15.05 REPORTING PAY (Full Time and Part Time)

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 seven and one half (7 1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 CALL BACK (Full Time and Part Time)

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.

15.07 STANDBY (Full Time and Part Time)

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

ARTICLE 15 - PREMIUM PAYMENT

15.07 (Cont.)

amount of **Two Dollars (\$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 (Full Time and Part Time)

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 (1/2) of a shift, he shall **be** paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining **unit** for a period in excess of one half (1/2) of one (1) shift, the **employee** shall receive an allowance of four dollars \$4.00 for each shift from the time of the assignment.

15.09 SHIFT PREMIUM (Full Time and Part Time)

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.

15.10 TRANSFER TO LOWER PAYING CLASSIFICATION (Full Time and Part Time)

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a lower rated classification, he shall receive the rate for his regular **classification** unless transfer is under Section 9.09

ARTICLE 6 - HOLIDAYS

16.01 NUMBER OF HOLIDAYS (Full Time Only)

There shall be twelve (12) holidays and these holidays are set out in the Local Appendix.

Should the Hospital be required to observe an

ARTICLE 16 - HOLIDAYS (Cont.)

16.01 (Cont.)

additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognised by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

16.02 DEFINITION OF HOLIDAY PAY AND QUALIFIER@ (Full Time Only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day an employee must complete her **scheduled** shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix, and is absent: shall **not** be entitled to holiday pay or to a lieu day **to** which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee **who** qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

16.03 (a) PAYMENT FOR WORKING ON A HOLIDAY (Full Time Only)

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

ARTICLE 16 - HOLIDAYS (Cont.)

16.03 (Cont.)

worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

16.03 (b) PAYMENT FOR WORKING ON A HOLIDAY (Part Time Only)

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

16.04 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

(Full Time and Part Time)

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

ARTICLE 17 - VACATIONS

17.01 (a) PULL TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT (Full Time Only)

Effective September 29, 1989, vacation entitlement shall be as follows:

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

ARTICLE 17 - VACATIONS (Cont.)

17.01(a) (Cont.)

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks of annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

17.01 (b) PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT (Part Time only)

An employee who has completed on (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks of annual vacation.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

PROGRESSION ON VACATION SCHEDULE (Part Time Only)

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

ARTICLE 17 - VACATION (Cont.)

17.01 (b) cont.

thereafter accumulate service in accordance with this Article.

17.02 WORK DURING VACATION (Full Time and Regular Part Time)

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

17.03 ILLNESS DURING VACATION (Full Time Only)

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

ARTICLE 18 - HEALTH AND WELFARE

18.01 INSURED BENEFITS (Full Time Only)

The hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

HEALTH & WELFARE (Cont.)

18.01 cont.

- (b) The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing **Blue Cross** Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. Effective October 1, 1990, \$15.00 (single) and \$25.00 (family). In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective October 1, 1990, vision care maximum \$90.00 every 24 months and hearing aid allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under **HOGLIP** or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions. Effective October 1, 1990 the Hospital's contribution to **HOGLIP** will be one hundred percent (100%).
- (d) The Hospital agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the **Blue Cross #9** Dental Plan or comparable coverage with another carrier (based on the current **ODA fee** schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction. Effective October 1, 1990, the Hospital's contribution to the Dental Plan will be **seventy-five percent (75%)**.

ARTICLE 18 - HEALTH & WELFARE (Cont.)

18.02 CHANGE OF CARRIER (Full Time Only)

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programmes contracted for and in effect for employees covered herein.

18.03 PENSION (Full Time Only)

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

18.04 BENEFITS FOR PART TIME EMPLOYEES (Part Time Only)

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

ARTICLE 19 - HEALTH AND

19.01 HEALTH AND SAFETY COMMITTEE (Full Time and Part Time)

- (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 -

ARTICLE 19 - HEALTH & SAFETY (Cont.)

19.01 (b) cont.

- Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
 - (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
 - (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
 - (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
 - (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
 - (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so

ARTICLE 19 - HEALTH AND SAFETY (Cont.)

19.01 (h) (Cont.)

requests, will be granted an unpaid leave of **absence** before commencement of the maternity leave referred to in Article 12.06.

- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 PROTECTIVE FOOTWEAR (Full Time Only)

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide thirty-five dollars (\$35.00) per calendar year to each full time employee who is required by the Hospital, as delineated **below**, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- (1) Maintenance
- (2) Grounds
- (3) Ambulance
- (4) Stores (only where frequently working in storage **areas**)
- (5) Portsring (as determined by the Hospital) heavy carts on a regular **basis**, e.g. linen carts, food wagons.

ARTICLE 20 - COMPENSATION

20.01 JOB CLASSIFICATION (Full Time and Part Time)

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

ARTICLE 20 - COMPENSATION (Cont.)

20.01 (Cont.)

(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 or **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 a

ARTICLE 20 - COMPENSATION (Cont.)

20.01 (Cont.)

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 (Full Time and Part Time)

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 (Full Time and Part Time)

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

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 (1) year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid



ARTICLE 20 - COMPENSATION(Cont.)

20.04 (Cont.)

under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - DURATION

21.01 TERM

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

21.02 CENTRAL BARGAINING

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

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the



ARTICLE 21 - DURATION (Cont.)

21.02 (cont.)

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.

ated at St. Catharines, Ontario this 1st day of October, 1991.

FOR THE LOCAL UNION

[Handwritten signature]

[Handwritten signature]

FOR THE HOSPITAL

[Handwritten signature]

[Handwritten signature]

APPENDIX OF LOCAL ISSUES

A. RECOGNITION (Full Time and Part Time)

01 The employer recognises the Union as the sole and exclusive bargaining agent for all office and clerical employees of the employer at St. Catharines, save and except, Director of Finance, Accountant, Administrative Assistant, Assistant Executive Director, persons above the rank of the Assisant Executive Director, Personnel Clerk and one (1) secretary to the Medical Director, the Executive Director, the Director of Nursing and Administrative Assistant.

B. DUES DEDUCTION (Full Time and Part Time)

01 The employer agrees to deduct such regular monthly union dues as levied upon all members of the Union in accordance with its constitution and by-laws, from the first pay in each month of all present employees and of all new employees, after thirty (30) days of employment.

02 The amount of such regular monthly union dues shall be certified to the employer by the Secretary-Treasurer of the local union.

03 Deductions made from the first payroll of each month from regular full time and regular part time employees will be remitted to the Secretary-Treasurer of the Union not later than the twentieth (20th) day of that month. Any dues deducted from subsequent pays in that month shall be remitted in the following month.

DUES DEDUCTION (Cont.)

04 With the first transmission of dues and every year thereafter, the Employer will deliver a list of the employees names and addresses from whom the deductions were made and the amount of the deductions and with each transmission particulars of changes. A copy of this list shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union.

Employer to provide list by payday next to November 27, 1989 and repeat annually. Updates to be provided with monthly list submitted to Union.

05 The employer will use its best endeavours to comply with the provisions of this Article but is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct union dues.

PRINTING OF AGREEMENT (Full Time and Part Time)

01 The Union and the employer desire every employee to be familiar with the provisions of this agreement and his rights and duties under it. The employer will bear the cost of the printing of sufficient copies of the agreement: in booklet form.

02 The employer will endeavour to print sufficient copies of the Collective Agreement within ninety (90) days of the date of signing.

MANAGEMENT RIGHTS (Full Time and Part Time)

01 The Union acknowledges that it is the exclusive right and function of the employer to:

- (a) maintain order, discipline and *efficiency*;
- (b) hire, classify, direct, transfer, promote, retire, lay-off, recall after lay-off;
- (c) discharge, demote and suspend or otherwise discipline employees for just cause;
- (d) generally to operate this Hospital in an efficient manner consistent with its obligations to the public;

O. MANAGEMENT RIGHTS (Cont.)

- 02** (a) The employer also has the right to make and alter from time to time rules, regulations and policy to be observed by the employees.
- (b) Copies of all rules and regulations adopted by the employer which affect the employees in the bargaining unit are to be:
- (i) forwarded to the Union; and
- (ii) posted on all bulletin boards.
- 03** The employer agrees that these functions in Article D will be exercised in a manner consistent with the provisions of this agreement and a claim that the employer has exercised these rights in a manner inconsistent with any of the provisions of this agreement, may be the subject of a grievance.

E. UNION OFFICERS (Full Time and Part Time)

- 01** The Employer will recognize from among employees on the Seniority List:
- (a) one (1) Steward plus a Unit Chairperson, who shall be employed in and represent the office and clerical employees.

F. REPRESENTATIVES ON LOCAL BARGAINING COMMITTEE (Full Time and Part Time)

- 01** A Union Bargaining Committee shall be appointed and consist of the Unit Chairman of the Local Union and the President of the Local Union. The Bargaining Committee shall deal with such matters as reviewing and negotiations to amend this agreement.

SENIORITY LISTS (Full Time and Part Time)

- 01 The employer shall prepare three (3) **Seniority** Lists, one (1) for regular full time employees, one (1) for regular part time employees and one (1) for casual employees.
- 02 The employer shall post copies of the Seniority Lists and deliver copies to the Union. The list shall be brought up to date as at January and July of each year and copies shall be posted and delivered to the Union.

BULLETIN BOARDS (Full Time and Part Time)

- 01 The employer agrees to the posting of Union notices on bulletin boards which will **be made** available to the Union. Such **notices** shall relate to appointments, meetings, **elections** and conventions of the Union and the Union social and recreational affairs.
The employer reserves the right to remove such notices that do not comply with this clause.

HOURS OF WORK (Full Time and Part Time)

- 01 Each day shall be identified in the ordinary calendar sense commencing and ending with midnight except where a shift extends into the next calendar day, it shall **be** identified with the day in which the majority of hours were worked.
- 02 The employer does not guarantee any hours of work, but before any change is made in **starting** or stopping times, there shall be prior notice to and discussion with the Union.

OVERTIME (Full Time and Part Time)

- 01 When an employee performs overtime work of at least four (4) hours duration, the employer will schedule a one half (1/2) hour unpaid meal period and provide an adequate **meal** at no charge to the employee. Should the employee require additional rest time, he may request a further one half (1/2) hour unpaid extension of the meal period, such additional time not **to be** unreasonably withheld. In the event that a meal is not obtainable from the Dietary

J. OVERTIME (Cont.)

01 (Cont.)

Department, the employer agrees to pay five dollars (\$5.00). The Meal allowance will only apply when overtime is continuous with the end of shift.

02 Opportunities for overtime work shall be distributed by the employer as equally as is practicable among the employees in a department who normally perform the work involved.

K. SCHEDULING OF LIEU DAY (Full Time Only)

01 Scheduling of the lieu day off with pay under Article 16, Section 16.03 shall be within forty five (45) days before or after the holiday, at a time mutually agreeable to the employer and the employee.

L. LEAVE OF ABSENCE (Full Time and Part Time)

01 Leave of absence shall be granted in cases of compensable accident or non-compensable illness or accident provided that such a leave shall be cancelled if the absence is such that an arbitration board rules that the absent person is not able to fulfill the duties and responsibilities reasonably expected of an employee.

02 Employees scheduled by the Employer to attend in-service education programmes shall be paid at their regular rate of pay for those hours in attendance.

03 Union Business - no more than three (3) employees and no more than two (2) from each department may be absent at any one time and such Leaves without pay shall not total more than forty (40) working days in one (1) year excluding travelling time.

M. SCHEDULING (Full Time Only)

01 No employee shall be scheduled to work more than seven (7) consecutive days except at the request of the employee and approved by the employer.

02 No employee shall work more than ten (10) days in a bi-weekly period, without overtime compensation except where two (2) employees have exchanged shifts for their own convenience, with the approval of the Department Head or immediate non-union supervisor which shall not in itself be the cause for overtime.

- SCHEDULING (Cont.)

- 03 The employer will schedule at least one (1) weekend off in three (3).
- 04 If an employee works the third weekend at the employer's request, he shall be paid at one and one half (1 1/2) times his normal rate for such time worked, except in the case of employees who work weekends at their request.
- 05 Days off shall be arranged so as to permit the employees within each department to have an equal number of weekends and days off under the provisions of Section M. 04.
- 06 Shift schedules for all departments shall be posted eight (8) full weeks in advance. Such schedules will show employee's regular days of work, together with regular assigned days off. Once the schedule has been posted, there will be no **re-arrangement** of said schedule without forty-eight (48) hours prior notice given to the employees.
- Failure to give forty-eight (48) hours notice will result in such employee being paid one and one half (1 1/2) times his/her regular rate for all hours worked on that shift excepting where circumstances that necessitate the schedule change are beyond the control of the employer such as environmental condition changes.
- 07 When scheduling normal shift rotation changes, there shall not be less than sixteen (16) hours between the finish and start of such changes, except with the consent of the employee concerned or where two (2) employees have exchanged shifts for their own convenience.
- 08 The increase or reduction in the duration of a shift as a **result** of changes in Daylight Saving and Standard times will not result in the increase or reduction of normal pay for such shift.
- 09 Shift changes between employees for personal convenience that do not comply with the provisions of this Article shall not be the subject of a grievance or **cause** payment of overtime.

- N.** PAYROLL POLICIES (Pull Time and Part Time)
- 01** Bi-weekly pay shall be distributed on Thursday, although dated Friday. Each employee shall be provided with an **itemized** statement of his wages in accordance with the Employment Standards Act of Ontario as amended.
- O.** NOTICES AND DEFINITIONS (Full Time and Part Time)
- 01** Each employee shall keep the employer informed of his current address and telephone number.
- 02** All communications between the parties shall be addressed to:
- (a) Executive Director
The Shaver Hospital
541 Glenridge Avenue
St. Catharines, Ontario
L2R 6S5
- (b) The Unit Chairman of the Bargaining Unit or his representative who shall be an employee of this employer at his last known address. Copies of this correspondence shall be sent to the President and Secretary of C.U.P.E., Local 1742, at their last known addresses.
- (c) Copy to the C.U.P.E. Union Office:
Two Westport Centre
110 Hannover Drive, Suite 102
St. Catharines, Ontario
L2W 1A4
- 03** (a) The word "**employee**" shall mean the employees of the employer for whom the Union is the bargaining agent as set out in Section **A**.
- (b) Whenever the male gender is used, it means male or female employees and the singular means singular or plural.
- (c) "**Days**" shall exclude Saturdays, Sundays and Paid Holidays.
- 04** Whenever an *official* representing one of the parties provided for in this agreement is unable to act, the party concerned may have another person (having any qualification set out in this agreement), act in his stead.

PAID HOLIDAYS

01 (Full **Time** Only)

(a) The employer recognises the following paid holidays for an employee who has completed his probationary period.

New Years Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Third Monday in February
Civic Holiday	(for Heritage day if and
Labour Day	when declared by the
Second Monday in November	Province of Ontario)

(b) During the term of this agreement, each regular employee in the bargaining unit, on the date of execution of this agreement, shall be entitled to receive one (1) floating holiday in each contract year.

The selection of float day will be at a time mutually agreeable to the employer and employee.

02 (Full Time Only)

If a paid holiday to which an employee is entitled under Section **01** is observed during an employee's vacation, such employee shall either be given another day's vacation with pay or wages in lieu thereof as requested by the employee and approved by the employer.

VACATIONS (Pull Time **and** Regular Part Time)

01 (a) Vacation time shall be allotted mainly in the period May through September unless some other time is requested by an employee and approved by the employer.

(b) **By March 1st**, each department shall post lists, one (1) for full time employees and one (1) for regular part time employees. The employees shall indicate by **April 1st**, the vacation period they wish. The Department Head shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the department, but consideration of seniority shall be

Q - VACATIONS (Cont.)

01 (b) cont.

related only to the first three (3) weeks of an employee's vacation. The Department Head shall post a list of the vacation periods by April 15th. After April 15th, the Department Head or the employee shall not alter the vacation periods unless by mutual consent at least four (4) weeks in advance. In case of emergency, the parties agree to waive the above stated advance notice. Regular full time employees shall be given first preference when scheduling vacations.

02 (a) An employee entitled to up to three (3) weeks vacation may take it at one time during the calendar year.

(b) An employee entitled to a vacation in excess of three (3) weeks may, with the approval of the Department Head, take his vacation at one time during the calendar year.

03 Vacations must be taken by December 31st, and may not be accumulated without the prior approval in writing of the Executive Director.

04 In case of death, full accumulated vacation entitlement shall be paid in cash to the beneficiary as stated in the Hospital Group Policy of Insurance or as designated in writing by the employee.

05 The employer reserves the right to deduct from the final pay cheque of an employee who has terminated, the amount of overpayment which may have been made in anticipation of his continuing in the employ of the employer until the end of the vacation year.

R. PART TIME

01 Part Time employees may maintain **O.H.I.P.** coverage with the Hospital by paying the full premium cost.

02 A regular part time employee shall be given preference for any additional hours of work, up to a maximum of twenty-four (24) hours per **week**, in his classification

- PART TIME (Cont.)

02 **cont.**

before casual employees are asked to work. Hours worked in excess of twenty-four (24) hours per week as vacation relief from May 1st to September 30th exclusive by regular part time employees shall not change their status from regular part time to full time employees.

03 Working schedules for part-time employees who are used as vacation replacement for full time staff during the months of July, August and September shall be posted as of June 1st of each year.

04 A part time employee who has been called to work by the employer and has declined one half (1/2) of the tours offered in one consecutive twelve (12) month period shall have his name removed from the part time list and the employee and the Union shall be notified prior to his name being removed.

05 Once a casual part time has accepted a shift and he cancels with less than eight (8) hours notice more than five (5) times in any consecutive twelve (12) month period, he shall have his name removed from the casual part time list. The employee and the Union shall be notified prior to his name being removed.

i. GENERAL

01 Upon employment the Employer agrees to distribute all applicable benefit booklets to eligible employees and to distribute new or amended booklets when applicable.

SCHEDULE "A"
OFFICE 6 CLERICAL EMPLOYEES
EFFECTIVE SEPTEMBER 29, 1990
(Based on 35 hours per week)

		<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
File Clerk, Receptionist, Word Secretary	Annual	\$25,876.50	\$26,188.50	\$26,500.50	\$26,754.00
	Monthly	2,156.38	2,182.38	2,208.38	2,229.50
	Biweekly	995.25	1,007.25	1,019.25	1,029.00
	Hourly	13.27	13.43	13.59	13.72
Clerk Operator	Annual	\$26,539.50	26,871.00	27,144.00	27,417.00
	Monthly	2,211.63	2,239.25	2,262.00	2,284.75
	Biweekly	1,020.75	1,033.50	1,044.00	1,054.50
	Hourly	13.61	13.78	13.92	14.06
Senior Typist, Senior Accounting Clerk	Annual	\$27,319.50	27,651.00	28,002.00	28,353.00
	Monthly	2,276.63	2,304.25	2,333.50	2,362.75
	Biweekly	1,050.75	1,063.50	1,077.00	1,090.50
	Hourly	14.01	14.18	14.36	14.54
Medical Dicta- typist, Pharmacy Assistant	Annual	\$27,612.00	27,924.00	28,275.00	28,606.50
	Monthly	2,301.00	2,327.00	2,356.25	2,383.88
	Biweekly	1,062.00	1,074.00	1,087.50	1,100.25
	Hourly	14.16	14.32	14.50	14.67
Microfilm Assist Clerk Room Assist. Intermediate Accounting Clerk,	Annual	\$27,846.00	28,138.50	28,509.00	28,840.50
	Monthly	2,320.50	2,344.88	2,375.75	2,403.38
	Biweekly	1,071.00	1,082.25	1,096.50	1,109.25
	Hourly	14.28	14.43	14.62	14.79
Senior Secretary Credited Records Ch., Storekeeper Printer, S.W. Assistant	Annual	\$28,080.00	28,372.50	28,723.50	29,074.50
	Monthly	2,340.00	2,364.38	2,393.63	2,422.88
	Biweekly	1,080.00	1,091.25	1,104.75	1,118.25
	Hourly	14.40	14.55	14.73	14.91
Senior Accounting Clerk	Annual	\$28,996.50	29,289.00	29,640.00	30,049.50
	Monthly	2,416.38	2,440.75	2,470.00	2,504.13
	Biweekly	1,115.25	1,126.50	1,140.00	1,155.75
	Hourly	14.87	15.02	15.20	15.41
Senior Accounting Clerk - En Patient Admissions	Annual	30,264.00	30,654.00	31,005.00	31,336.50
	Monthly	2,522.00	2,554.50	2,583.75	2,611.38
	Biweekly	1,164.00	1,179.00	1,192.50	1,205.25
	Hourly	15.52	15.72	15.90	16.07

For all hours worked when assigned by the Employer as a lead or charge hand, the employee shall receive twenty-five cents (0.25) per hour added to his straight rate.