

SOURCE	HOSP
REF	91 09 29
TERM.	93 09 28
No. OF EMPLOYEES	458
NAME OF EMPLOYEES	JH

PART-TIME

COLLECTIVE AGREEMENT

between

St. Joseph's Hospital, Hamilton

(hereinafter called the "Hospital")

and

CUPE LOCAL 786

Expires: September 28, 1993

JUL 20 1993

ENTERED

08043(04)

(i)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>	<u>JM</u>
ARTICLE 1 -	PREAMBLE	1	
1.01	Preamble	1	
1.02	Feminine/Masculine Pronouns	1	
ARTICLE 2 -	DEFINITIONS	1	
2.01	Temporary Employee	1	
2.02	Part-Time Commitment	1	
2.03; 2.04	Regular Part-Time Employee; Casual Employee	2	
ARTICLE 3 -	RELATIONSHIP	2	
3.01	No Discrimination	2	
ARTICLE 4 -	STRIKES & LOCKOUTS	2	
ARTICLE 5 -	UNIONSECURITY	2	
5.01	T4 Slips	2	
5.02	Notification to Union	3	
5.03	Employee Interview	3	
5.04	No Other Agreements	3	
ARTICLE 6 -	UNION REPRESENTATION & COMMITTEES	3	
6.01	Union Activity on Premises and/or Access to Premises	3	
6.02	Labour-Management Committee	3	
6.03	Local Bargaining Committee	4	
6.04	Central Bargaining Committee	4	
6.05	Union Stewards	5	
6.06	Grievance Committee	5	
ARTICLE 7 -	GRIEVANCE & ARBITRATION PROCEDURE	6	
ARTICLE 8 -	ACCESSTOFILES	9	
8.01	Access to Personnel File	9	

(ii)

ARTICLE		<u>PAGE NUMBER</u>
ARTICLE 9 -	SENIORITY	9
9.01	Probationary Period	9
9.02	Definition of Seniority	9
9.03	Loss of Seniority	10
9.04	Job Posting	10
9.05	Transfer & Seniority Outside the Bargaining Unit	11
9.06	Transfer of Seniority & Service	12
9.07	Notice and Redeployment Committee	12
9.08	Layoff and Recall	15
9.09	Retraining	16
9.10	Separation Allowances	18
9.11	Portability of Service	18
9.12	Technological Change	18
ARTICLE 10 -	CONTRACTING OUT	19
10.01	Contracting Out	19
10.02	Contracting In	19
ARTICLE 11 -	WORK OF THE BARGAINING UNIT	19
11.01	Work of the Bargaining Unit	19
11.02	Volunteers	19
ARTICLE 12 -	LEAVES OF ABSENCE	21
12.01	Personal Leave	21
12.02	Union Business	21
12.03 (a)	Full-Time Position with the Union	21
12.03 (b)	Leave for OCHU President	22
12.04	Bereavement Leave	22
12.05	Jury & Witness Duty	23
12.06	Pregnancy Leave	23
12.07	Parental Leave	24
12.08	Education Leave	26
12.09	Pre-Paid Leave Plan	26
ARTICLE 13 -	INJURY & DISABILITY	28
13.01	Injury Pay	28

(iii)

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 14 -	HOURS OF WORK	29
14.01	Daily & Weekly Hours of Work	29
14.02	Rest Periods	29
14.03	Additional Rest Periods	29
ARTICLE 15 -	PREMIUM PAYMENT	29
15.01	Definition of Regular Straight Time Rate of Pay	29
15.02	Definition of Overtime	29
15.03	Overtime Premium & No Pyramiding	29
15.04	Time Off in Lieu of Overtime	30
15.05	Reporting Pay	30
15.06	Call-Back	30
15.07	Standby	30
15.08	Temporary Transfer	30
15.09	Shift and Weekend Premium	31
ARTICLE 16 -	HOLIDAYS	31
16.01	Payment for Working on a Holiday	31
16.02	Payment for Working Overtime on a Holiday	31
ARTICLE 17 -	VACATIONS	31
17.01	Part-Time Vacation Entitlement. Qualifiers	31
	& Calculation of Payment	
17.02	Work During Vacation	32
ARTICLE 18 -	BENEFITS FOR PART-TIME EMPLOYEES	32
18.01	Benefits for Part-Time Employees	32
18.02	Retirement Allowance	33
ARTICLE 19 -	COMPENSATION	33
19.01	Job Classification	33
19.02	Promotion to a Higher Classification	34
19.03	Wages and Classification Premiums	34
19.04	Progression on the Wage Grid	34

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
ARTICLE 20 - DURATION	35
20.01 Term	35
20.02 Centrai Bargaining	35
SIGNING PAGE	36
LETTER OF INTENT	37
APPENDIX "A" Communication	38
APPENDIX "B" Wage Rates - General	39
APPENDIX "C" Wage Rates - Clerical	43
APPENDIX "D" Wage Rates Maintenance	45
APPENDIX "E" Wage Rates - Social Work	46
APPENDIX "F" Management Rights	47
APPENDIX "G" Recognition	48
APPENDIX "H" Dues Deduction and Remittance of Dues List	49
APPENDIX "I" Constitution of Local Bargaining and Grievance Committee	50
APPENDIX "J" Stewards and Zones	51
APPENDIX "K" Seniority List.	52
APPENDIX "L" Scheduling	53
APPENDIX "M" Holidays	55
APPENDIX "N" Vacations	56
APPENDIX "O" Bulletin Boards	58
APPENDIX "P" Certification	59

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
APPENDIX "Q"	Notice of Termination 60
APPENDIX "R"	Notification of Retirement Extensions 61
APPENDIX "S"	List of Employee Addresses 62
APPENDIX "T"	Transfer and Seniority Outside the Bargaining Unit 63
APPENDIX "U"	Transfer of Seniority and Service 64
APPENDIX "V"	Union Leave of Absence 65
APPENDIX "W"	Health and Safety 66
APPENDIX "X"	Meal Allowance 68
APPENDIX "Y"	RPN Skill Utilization 69
Letter of Understanding	70
Letter of Understanding	71

ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

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

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

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

2.02 - Part-Time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined bases 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

A part-time employee in the bargaining unit who makes a commitment to the Hospital to be available to be scheduled for work by the Hospital on a regular predetermined basis and in respect of whom such predetermined scheduling occurs.

2.04 Casual Part-Time Employee

A part-time employee in the bargaining unit who is employed on a relief or replacement basis and who is available for call-ins as circumstances demand.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 - Union Activity on Premises and/or ~~Access~~ to Premises

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

6.02 - ~~Labour~~-Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in

writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of 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 CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 - Local Bargaining Committee

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

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

6.04 - Central Bargaining Committee

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under ~~this~~ provision shall be seven (7), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under ~~this~~ provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

6.05 - Union Stewards

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

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

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

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

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

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

6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and 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

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

Step No. 1

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

Step No. 2

Within nine (9) calendar days following the decision under **Step No. 1**, the employee may submit the written grievance to his Department ~~Head~~ who will deliver ~~his~~ decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they ~~so~~ desire, meet to discuss the grievance at a

time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step No. 3

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

- 7.04** A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall **be** originated at Step **No. 3** within fourteen **(14)** calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be **used** with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05** Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or **his** designee within fourteen **(14)** calendar days after the circumstances giving **rise** to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated **as** being initiated at Step **No. 2** and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed **his** probationary period that he has been unjustly discharged or suspended shall be treated **as** a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step **No. 3** within seven **(7)** calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or

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

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

- 7.07** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question ~~as~~ to whether a matter is arbitrable, such grievance may be submitted to arbitration ~~as~~ hereinafter provided. If no written request for arbitration is received within eighteen **(18)** calendar days after the decision under Step **No. 3** is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen **(16)** calendar days after the decision under Step **No. 3**, it will be deemed to have been received within the time limits.
- 7.08** All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09** When either party requests that any matter be submitted to arbitration ~~as~~ provided in the foregoing Article, it shall make such request in writing addressed to the other party ~~to this Agreement~~, and at the same time name a nominee. Within seven **(7)** calendar days thereafter the other party shall name a nominee, provided, however, that if such ~~party~~ fails to name a nominee ~~as~~ herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a ~~period~~ of fourteen **(14)** calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10** ~~No~~ person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** ~~No~~ matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of ~~this Agreement~~.
- 7.13** The proceedings of the Arbitration Board will be expedited by the ~~parties~~ hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15** The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 ACCESS TO FILES

8.01 - Access to Personnel File

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

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five days **(45)** of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve **(12)** calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five **(45)** working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

Part-time employees, including **casual** employees, will accumulate seniority on the basis of one **(1)** year's seniority for each **1725** hours worked in the bargaining unit **as** of the

last date of hire, except **as** otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

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

9.03 - Loss of Seniority

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

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

9.04 - Job Posting

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

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

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

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

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

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

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

The posting shall state the position and wage rate along with a general description of the requirements to fill the vacancy. No posting will be made in the case of temporary vacancies, which vacancies shall include those caused by illness or vacation periods.

1 - Transfer 1 Seniority Outside the Bargaining Unit

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

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

- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a ~~period~~ of six (6) calendar months he shall accumulate seniority during the ~~period~~ of time outside the bargaining unit.

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

9.06 - **Transfer of Seniority and Service**

Effective (the date ~~as~~ set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date ~~as~~ set out in the Local Provisions Appendix):

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each **1725** hours worked.

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

9.07 - **Notice and Redeployment Committee**

- (a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and

- (ii) provide to the affected employee(s), if any, no less than **six (6)** months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.07 and will meet thereafter **as** frequently **as** is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1)** Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise **be** laid off;
- (2)** Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve **(12)** month period and which are either:
 - (a)** within the bargaining unit; or
 - (b)** within another CUPE bargaining unit; or
 - (c)** not covered by a collective agreement.
- (3)** Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4)** Subject to article 9.09, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six **(6)** months retraining, an employee has become able to meet the normal requirements of the job.

- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at **Step 3**.

(ii) Committee Composition

The Redeployment Committee shall be comprised of **equal** numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the **Ontario** Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the **same** or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate **as** may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence **as** the Committee may direct.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

9.08 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.07(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance ~~as~~ outlined in Article 9.10; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) ~~as~~ outlined in Article 18.02; or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.07.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, ~~as~~ defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

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

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

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

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

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

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

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

In the event of a layoff of **an** employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.07.

9.09 - Retraining

(a) i for Positions i l Hospital

Where, with the benefit of retraining of up to six **(6)** months, **an** employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.07(b)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.

- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.09(a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

(c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid off.

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

9.10 - Separation Allowances

- “a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article **9.07(a)(ii)** that his or her position will **be** eliminated, he or she shall be entitled to a separation allowance of two **(2)** weeks’ *salary* for each year of continuous service to a maximum of twelve **(12)** weeks’ pay, and, on production of receipts from an approved educational program, within twelve **(12)** months of resignation, may **be** reimbursed for tuition fees up **to** a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article **9.07(a)(ii)** that his or her position will **be** eliminated, he or she **shall be** entitled to a separation allowance of four **(4)** weeks’ *salary*, and, on production of receipts from an approved educational program, within twelve **(12)** months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty **(\$1,250)** dollars.

9.11 - Portability of Service

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

9.12 - Technological Change

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

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

Where new or greater skills are required than are already **possessed** by affected employees under the present methods of operation, such employees shall **be** given a period of training, with due consideration being given to the employee’s age and previous educational background, during which they may perfect or acquire the skills necessitated

by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or *salary* rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union **as** above set forth and the requirements of the applicable law.

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting In

Further to Article 9.07(b)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise **be** bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with **a** view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargainine Unit

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

11.02 - Volunteers

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

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

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.

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

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

12.03(a) Full-Time Position with the Union

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

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

The employee shall notify the Hospital of his intention to return to work at least four **(4)** weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. Notwithstanding Article **2.01**, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.03(b) - Leave for OCHU President

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

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

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

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

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three **(3)** consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law 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. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 - Jury & Witness Duty

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

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

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

12.06 - Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth **date**.
- (c) The employee shall reconfirm her intention **to** return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement

who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen **(15)** weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or *salary* increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to ~~seventeen~~ **(17)** weeks while an employee ~~is~~ on pregnancy leave on the basis ~~of~~ what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (g) Subject to any changes to the employee's **status** which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 - Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen **(13) weeks** of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two **(2)** weeks in advance of the **date** of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be **defined** to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) **An** employee who is an adoptive parent shall advise the Hospital **as** far in advance **as** possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two **(2)** weeks in advance thereof.

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of **the** Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve **as** proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen **(18)** weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten **(10)** weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject **to** any changes to the employee's status which would have **occurred** had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of **pay**.

12.08 - Education Leave

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

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

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

12.09 - Pre-Paid Leave Plan

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four **(4)** years' *salary* over a five **(5)** year period, in accordance with Part LXVIII of the Income **Tax** Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four **(4)** years of *salary* deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement &te of the program (i.e. the *salary* deferrai portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four **(4)** years of *salary* deferrai, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the **year** of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred *salary* is held shall be at the discretion of the Hospital.
- (g) All deferred *salary*, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave ~~or~~ in accordance with **such** other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four **(4)** years of *salary* deferrai. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and *salary* progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any **health** and welfare benefits in which the employee is participating. Contributions to the Hospitals of **Ontario** Pension Plan will be in accordance with the Plan. The employee will not **be** eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred *salary*, plus **accrued** interest, if any, will be returned to the employee within a reasonable **period** of time.
- (j) If the employee terminates employment, the deferred *salary* held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable

period of time. In **case** of the employee's death, the funds will be paid to the employee's estate.

- (k) The Hospital will endeavour **to** find a temporary replacement for the employee **as** far in advance **as** practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee **as** much notice **as** is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred *salary*, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to **his** or her former position unless the position **has** been discontinued, in which **case** the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to **make** the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of *salary* deferral and the period for which **the** leave is requested.
 - (iii) The manner in which the deferred *salary* is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 13 - INJURY & DISABILITY

13.01 Injury Pay

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

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The standard work day for all employees ~~shall~~ be 7 1/2 hours exclusive of one-half hour unpaid meal break. The meal period shall be an uninterrupted period except in **cases** of emergency. Such hours shall be worked in accordance with ~~shift~~ schedules ~~as~~ determined by the Hospital.

14.02 - Rest Periods

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

- (a) Any hours worked by an employee in addition to **7 1/2** hours per day, or in excess of 75 hours in a two week **pay** period, shall be paid for at overtime rates.
- (b) An employee shall be paid at his regular straight time ~~rate~~ of pay according to the hours worked when the time changes from Daylight Saving Time to ~~Eastern~~ Standard Time, and vice versa. .

15.03 - Overtime Premium and ~~No~~ Pyramiding

The overtime rate shall be time and one-half **(1 1/2)** the employee's straight-time hourly rate. (Note: this clause is subject to the application of superior conditions)

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

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

Employees who report for any scheduled shift will **be** guaranteed at least four **(4)** hours of work, or if no work is available will be paid at least four **(4)** hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined **as** herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 **1/2**) hours per day will receive a pro-rated amount of reporting pay.

15.06 - Call-Back

Where employees are called back to work after having completed a regular shift, **and** prior to the commencement of their next regular shift, they shall receive a minimum of four **(4)** hours of work or four **(4)** hours pay at the rate of time and one-half **(1 1/2)** their regular hourly earnings. Superior provisions shall remain.

15.07 - Standby

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

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

15.08 - Temporary Transfer

Where **an** employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (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 shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 - Shift and Weekend Premium

Employees shall be paid a shift premium of forty-five cents **(45¢)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

ARTICLE 16 - HOLIDAYS

16.01 - Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1½) her straight time hourly rate of pay for all hours worked on such holiday.

16.02 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 - Part-Time Entitlement, Qualifiers and Calculation of Payment

- (a) For the purpose of calculating vacations and eligibility, the vacation year shall be the fifty-two week period most closely approximating May 1 of any year to April 30 of the following year and references in the Article to the period May 1 to April 30 shall be interpreted to refer to this fifty-two week period.
- (b) Part-time employees shall receive vacation pay due on the first pay in June of each year.

A regular part-time employee who has completed less than **3,450** hours of continuous service **as of April 30** shall receive two **(2)** weeks vacation and vacation pay of **4%** of gross earnings.

A regular part-time employee who has completed **3,450** hours but less than **8,625** hours of continuous service **as of April 30** shall receive three weeks vacation and vacation pay of **6%** of gross earnings.

A regular part-time employee who has completed **8,625** hours but less than **25,875** hours of continuous service **as of April 30** shall receive four **(4)** weeks of vacation and vacation pay of **8%** of gross earnings.

A regular part-time employee who has completed **25,875** but less than **43,125** hours of continuous service **as of April 30** shall receive five **(5)** weeks of vacation and vacation pay of **10%** of gross earnings.

A regular part-time employee who has completed **43,125** hours of continuous service or more **as of April 30** shall receive **six (6)** weeks of vacation and vacation pay of **12%** of gross earnings.

Progression on Vacation Schedule (Part-Time)

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

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

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to **perform** work during the vacation **period**, the employee shall be paid at the rate of one and one-half ($1\frac{1}{2}$) 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.

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES

18.01 - Benefits for Part-Time Employees

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

18.02 - Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.07(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.07(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' **salary** for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' **salary**, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to **\$1,000** for each year less than age 65 to a maximum of **\$5,000** upon retirement.

ARTICLE 19 - COMPENSATION

19.01 - Job Classification

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

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification,

the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

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

19.02 - ~~j~~ to a Higher Classification

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

19.03 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated ~~as 19.03~~, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement.

19.04 - Progression on the Wage Grid

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

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

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

ARTICLE 20 - DURATION

20.01 - 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**, 1993. Upon receipt of such notice by one **party** or the other, both parties will meet thereafter for the purpose of bargaining.

20.02 - 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 central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

Dated at Hamilton Ontario, this 2nd day of May 1995

FOR THE LOCAL UNION

Michelle Columbus
Sandra Gellert
Barry Loutter

FOR THE HOSPITAL

~~Hall.~~

LETTER OF INTENT

The parties agree that:

- (a) voluntary service, rehabilitation, and work experience programs;
- (b) the return to work following W.C.B. disability; and
- (c) the option of alternative employment during pregnancy for employees working with video display units

may be matters for discussion at Labour Management meetings.

APPENDIX "A"

COMMUNICATION

All correspondence between the parties hereto, arising out of this Agreement or incidental hereto shall pass to and from the Vice President of Human Resources, or his appointee, and the Secretary of the Union.

APPENDIX "B"
HOURLY WAGE RATES - CUPE SERVICE

* Reflects Pay Equity Adjustments where applicable January 1, 1993 as agreed between the parties.

Classification	Start	After 1 Yr.	After 2 Yrs.	Effective Date
NUTRITION SERVICES				
Dietary Aide	13.0091	13.1494	13.2892	29-Sep-91
	13.2693	13.4124	13.5550	29-Sep-92
	14.1965	14.3394	14.4815	01-Jan-93
Cashier	13.2892	13.4286	13.5686	29-Sep-91
	13.5550	13.6972	13.8400	29-Sep-92
	14.1965	14.3394	14.4815	01-Jan-93
Diet Aide 2	13.4523	13.5926	13.7315	29-Sep-91
	13.7213	13.8645	14.0061	29-Sep-92
	14.1965	14.3394	14.4815	01-Jan-93
Dietary General Help	14.0230	14.1631	14.3031	29-Sep-91
	14.3035	14.4464	14.5892	29-Sep-92
Diet Aide 1	13.1494	13.2892	13.4286	29-Sep-91
	13.4124	13.5550	13.6972	29-Sep-92
	14.4464	14.5892	14.7311	01-Jan-93
Salad Maker	13.2892	13.4286	13.5686	29-Sep-91
	13.5550	13.6972	13.8400	29-Sep-92
	14.4464	14.5892	14.7311	01-Jan-93
Cook	14.6169	14.7575	14.8964	29-Sep-91
	14.9092	15.0527	15.1943	29-Sep-92
Pastry Cook	15.5973	15.7376	15.8771	29-Sep-91
Senior Cook	15.9092	16.0524	16.1946	29-Sep-92
HOUSEKEEPING				
Cleaner 1	13.1260	13.2653	13.4047	29-Sep-91
	13.3885	13.5306	13.6728	29-Sep-92
	14.1965	14.3394	14.4815	01-Jan-93
Cleaner 2	13.9181	14.0582	14.1976	29-Sep-91
Labour & Delivery Attendant	14.1965	14.3394	14.4816	29-Sep-92
Groundskeeper	14.1631	14.3031	14.4423	29-Sep-91
	14.4464	14.5892	14.7311	29-Sep-92
OPERATING ROOM				
O.R. Attendant	13.9181	14.0582	14.1976	29-Sep-91
	14.1965	14.3394	14.4816	29-Sep-92
Anaesthetic Technician	14.5965	14.7349	14.8756	29-Sep-91
O.R. Technician	14.8884	15.0296	15.1731	29-Sep-92

APPENDIX "B"
HOURLY WAGE RATES - CUPE SERVICE

Classification	Start	After 1 Yr.	After 2 Yrs.	Effective Date
PHARMACY				
Pharmacy Helper	13.1494	13.2892	13.4286	29-Sep-91
	13.4124	13.5550	13.6972	29-Sep-92
	14.4464	14.5892	14.7311	01-Jan-93
Storeperson	14.2307	14.3700	14.5098	29-Sep-91
	14.5153	14.6574	14.8000	29-Sep-92
PHYSIOTHERAPY				
Physiotherapy Attendant	13.9181	14.0582	14.1976	29-Sep-91
	14.1965	14.3394	14.4816	29-Sep-92
Orderly	14.5965	14.7349	14.8756	29-Sep-91
	14.8884	15.0296	15.1731	29-Sep-92
OCCUPATIONAL THERAPY				
Occupational Therapy Aide	13.9181	14.0582	14.1976	29-Sep-91
	14.1965	14.3394	14.4816	29-Sep-92
PRINTING				
Printer's Assistant	14.1631	14.3031	14.4423	29-Sep-91
	14.4464	14.5892	14.7311	29-Sep-92
	14.9093	15.0527	15.1943	01-Jan-93
Typesetter	14.1631	14.3031	14.4423	29-Sep-91
	14.4464	14.5892	14.7311	29-Sep-92
	15.9093	16.0523	16.1946	01-Jan-93
RESPIRATORY THERAPY				
Supply Assistant II	13.9181	14.0582	14.1976	29-Sep-91
	14.1965	14.3394	14.4816	29-Sep-92
Technician Assistant	14.5965	14.7349	14.8756	29-Sep-91
	14.8884	15.0296	15.1731	29-Sep-92
LABORATORY				
Lab Helper	13.271	13.4103	13.5510	29-Sep-91
	13.5364	13.6785	13.8220	29-Sep-92
	14.1965	14.3394	14.4815	01-Jan-93
Morgue Attendant	14.1631	14.3031	14.4423	29-Sep-91
	14.4464	14.5892	14.7311	29-Sep-92
LINEN SERVICE				
Linen Keeper	13.4286	13.5686	13.7081	29-Sep-91
	13.6972	13.8400	13.9823	29-Sep-92
	14.4464	14.5892	14.7311	01-Jan-93

APPENDIX "B"
HOURLY WAGE RATES - CUPE SERVICE

Classification	Start	After 1 Yr.	After 2 Yrs.	Effective Date
General Help	14.1631 14.4464	14.3031 14.5892	14.4423 14.7311	29-Sep-91 29-Sep-92
Seamstress	13.4286 13.6972 14.9093	13.5686 13.8400 15.0527	13.7081 13.9823 15.1943	29-Sep-91 29-Sep-92 01-Jan-93
NURSING				
Nonreg. Practical Nurse Porter	13.9181 14.1965	14.0582 14.3394	14.1976 14.4816	29-Sep-91 29-Sep-92
Unit Communication Clerk	13.6965 13.9704 14.4464	13.9663 14.2456 14.5892	14.2371 14.5218 14.7311	29-Sep-91 29-Sep-92 01-Jan-93
Patient Assistant II	14.1631 14.4464	14.3031 14.5892	14.4423 14.7311	29-Sep-91 29-Sep-92
Patient Assistant III	14.5965 14.8884	14.7349 15.0296	14.8756 15.1731	29-Sep-91 29-Sep-92
Child Life Worker	14.5965 14.8884 15.9093	14.7349 15.0296 16.0523	14.8756 15.1731 16.1946	29-Sep-91 29-Sep-92 01-Jan-93
Senior Child Life Worker	15.202 15.3540 15.6611	15.339 15.4924 15.8022	15.4783 15.6331 15.9458	29-Sep-90 29-Sep-91 29-Sep-92
Registered Practical Nurse	14.5965 14.8884 16.4785	14.7349 15.0296 16.6196	14.8756 15.1731 16.7641	29-Sep-91 29-Sep-92 01-Jan-93
Psychiatric Assistant	14.5965 14.8884 17.3000	14.7349 15.0296 17.6553	14.8756 15.1731 18.0118	29-Sep-91 29-Sep-92 01-Jan-93
SUPPLY, PROCESSING & DISTRIBUTION				
Audio Visual Attendant	13.4439 13.7128	13.5834 13.8551	13.7231 13.9976	29-Sep-91 29-Sep-92
Supply Assistant 1	13.4439 13.7128 14.1965	13.5834 13.8551 14.3394	13.7231 13.9976 14.4815	29-Sep-91 29-Sep-92 01-Jan-93
Porter Supply Assistant II	13.9181 14.1965	14.0582 14.3394	14.1976 14.4816	29-Sep-91 29-Sep-92

.APPENDIX "B"
HOURLY WAGE RATES - CUPE SERVICE

Classification	Start	After 1 Yr.	After 2 Yrs.	Effective Date
STORES				
Receiver	14.2307	14.3701	14.5098	29-Sep-91
Storeperson	14.5153	14.6575	14.8000	29-Sep-92
Senior Receiver	14.6169	14.7575	14.8964	29-Sep-91
Senior Storeperson	14.9092	15.0527	15.1943	29-Sep-92
X-RAY				
Dark Room Developer	13.9181	14.0582	14.1976	29-Sep-91
Porter	14.1965	14.3394	14.4816	29-Sep-92
Orderly	14.5965	14.7349	14.8756	29-Sep-91
	14.8884	15.0296	15.1731	29-Sep-92
Procedures Assistant	14.5965	14.7349	14.8756	29-Sep-91
	14.8884	15.0296	15.1731	29-Sep-92
	17.4000	17.7553	18.1118	01-Jan-93
WOMEN'S DETOXIFICATION CENTRE				
Attendant	13.9181	14.0582	14.1976	29-Sep-91
	14.1965	14.3394	14.4816	29-Sep-92
	15.6092	15.7523	15.8945	01-Jan-93
COMMUNITY HEALTH CENTRE				
Building Services Engineer	17.5072	17.7402	17.9730	29-Sep-91
	17.8573	18.0950	18.3325	29-Sep-92
Senior Materials Handler	14.6169	14.7575	14.8964	29-Sep-91
	14.9092	15.0527	15.1943	29-Sep-92
Patient Assistant/ Supply Attendant	13.7128	13.8551	13.9976	29-Sep-91
	14.1965	14.3394	14.4816	29-Sep-92

Appendix "C"

HOURLY WAGE RATE - CUPE CLERICAL

*Reflects Pay equity Rates where applicable January 1, 1993 as agreed between the parties.

Classification	Start	1st Step	2nd step	3rd Step	4th Step	5th Step	Effective Date
Clerk 1	12.8362	13.1062	13.3639				29-Sep-91
Telecommunicator 1	13.0929	13.3683	13.6312				29-Sep-92
	14.1965	14.3394	14.4815				01-Jan-93
Clerk 2	13.3639	13.6343	13.9051				29-Sep-91
Clerk Typist	13.6312	13.9070	14.1832				29-Sep-92
	14.4464	14.5892	14.7311				01-Jan-93
Medical Transcriber 1	13.4994	13.7692	14.0276				29-Sep-91
	13.7694	14.0446	14.3082				29-Sep-92
	14.4464	14.5892	14.7311				01-Jan-93
Clerk 3	13.6965	13.9663	14.2371				29-Sep-91
Telecommunicator 2	13.9704	14.2456	14.5218				29-Sep-92
	14.9093	15.0527	15.1943				01-Jan-93
Medical Transcriber 2	13.8305	14.1018	14.3588				29-Sep-91
	14.1071	14.3838	14.6460				29-Sep-92
	14.7464	14.8892	15.0311				01-Jan-93
Clerk 4	14.1018	14.3588	14.6289				29-Sep-91
	14.3838	14.6460	14.9215				29-Sep-92
	15.9093	16.0523	16.1946				01-Jan-93
Secretary 1	13.8308	14.1018	14.3588	14.6289			29-Sep-91
	14.1074	14.3838	14.6460	14.9215			29-Sep-92
	14.9093	15.0527	15.1943				01-Jan-93
Clerk 5	14.3588	14.7032	15.0228	15.3551			29-Sep-91
	14.6460	14.9973	15.3233	15.6622			29-Sep-92
	16.8000	17.1500	17.5053	17.8618			01-Jan-93

Appendix "C"

HOURLY WAGE RATE - CUPE CLERICAL

Classification	start	1st Step	2nd Step	3rd Step	4th Step	5th Step	Effective Date
Secretary 2	14.3054	14.7648	15.1583	15.5630	15.9568		29-Sep-91
	14.5915	15.0601	15.4615	15.8742	16.2759		29-Sep-92
Health Record Technician	13.9663	14.2371	14.4942	14.7648	15.0228		29-Sep-91
	14.2456	14.5218	14.7841	15.0601	15.3233		29-Sep-92
Health Record Administrator	15.3551	15.6859	16.0177	16.3496	16.6812		29-Sep-91
	15.6622	15.9996	16.3381	16.6766	17.0148		29-Sep-92
Senior Computer Operator	14.7322	15.0855	15.4439	15.7541			29-Sep-91
	15.0268	15.3872	15.7528	16.0692			29-Sep-92
	17.7700	18.1200	18.4753	18.8318			01-Jan-93
Lib Tech	13.6965	13.9663	14.2371				29-Sep-91
	13.9704	14.2456	14.5218				29-Sep-92
	15.9093	16.0523	16.1946				01-Jan-93

APPENDIX "D"
HOURLY WAGE RATES - CUPE MAINTENANCE

Classification	Start	After 1 Yr.	After 2 Yrs.	Effective Date
MAINTENANCE				
General Help	14.1631	14.3031	14.4423	29-Sep-91
	14.4464	14.5892	14.7311	29-Sep-92
Incinerator Operator	14.1972	14.3370	14.4762	29-Sep-91
	14.4811	14.6237	14.7657	29-Sep-92
Mechanic I Mason I	16.4485	16.6583	16.8679	29-Sep-91
	16.7775	16.9915	17.2053	29-Sep-92
MAINTENANCE				
Painter	16.6001	16.8099	17.0192	29-Sep-91
	16.9321	17.1461	17.3596	29-Sep-92
4th Class Engineer	16.6221	16.8317	17.0414	29-Sep-91
	16.9545	17.1683	17.3822	29-Sep-92
Mechanic 2	17.1809	17.4606	17.8102	29-Sep-91
	17.5245	17.8098	18.1664	29-Sep-92
3rd Class Engineer	17.5072	17.7402	17.9730	29-Sep-91
	17.8573	18.0950	18.3325	29-Sep-92
Carpenter Electrician HVAC Mechanic Mason II Millwright Plumber Refrigeration Mechanic	17.7647	18.1130	18.4626	29-Sep-91
	18.1200	18.4753	18.8319	29-Sep-92
2nd Class Engineer	18.4293	18.7830	19.1350	29-Sep-91
	18.7979	19.1587	19.5177	29-Sep-92

APPENDIX "E"
MONTHLY WAGE RATES - SOCIAL WORK

Classification	Start	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	Effective Date
Social Worker (BSW)	2742 2797	2827 2884	2918 2097	3013 3073	3109 3171	3190 3254	3309 3375	01-Apr-91 29-Sep-92
Social Worker (MSW)	3198 3262	3315 3381	3445 3514	3581 3653	3720 3794	3863 3940	4033 4114	01-Apr-91 29-Sep-92

APPENDIX "F"

EMPLOYMENT RIGHTS

The Union acknowledges that it is the exclusive function of the hospital to manage and direct its operation and affairs in all respects and without limiting or restricting that function, except that the exercise by the Hospital of its rights and functions shall not be contrary to the express provisions of any other article of ~~this~~ Agreement:

- (a) **To** maintain order, discipline and efficiency;
- (b) **To** determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools and instruments, and ~~equipment~~ to be ~~used~~, to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work and services to be provided and performed, and ~~to~~ make, alter and enforce regulations governing the use of materials, equipment and services, ~~as~~ may be deemed necessary in the interests of the safety and well-being of the Hospital, patients and the public;

- (c) To make, alter and enforce rules and regulations to be observed by the employees;

The Hospital will provide the Union with copies of any rules or regulations that are generally published or issued to employees;

- (d) **To** hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge employees, to assign employees to ~~shifts~~, and to increase and decrease working forces, provided that a claim of improper classification or claim of discriminatory promotion, demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without reasonable cause, may become the subject of a grievance and be ~~dealt~~ with ~~as~~ hereinafter provided.

APPENDIX "G"

RECOGNITION

The Hospital agrees to recognize the Union **as** the sole and exclusive bargaining agent of all lay employees of St. Joseph's Hospital in Hamilton, regularly employed for not more than twenty-four **(24)** hours per week, students employed during the school vacation period save and except supervisors, persons above the **rank** of supervisor, Director of Building Services, Professional Medical Staff, **Bacteriologists**, Biochemists, Virologists, Paramedical Staff, including Graduate Pharmacists, Undergraduate Pharmacists, Graduate Nutritionists, Undergraduate Nutritionists, Student Dieticians, Physiotherapists, Student Physiotherapists, **Occupational** Therapists, Student **Occupational** Therapists, **Speech** Pathologists, Recreational Therapists, Programmer Analysts, Systems Analysis, **Technical** Personnel, Photographers, Psychometrists, Psychiatric Clinicians, Technologists, Technicians, Accountants, Employees of the Human Resources Department, Infection Control Officer, Health Nurse, Confidential Secretaries **to** the following: President and Chief Executive Officer, Executive Vice President and Medical Director, Senior Vice-President/Patient Services, Assistant Vice President - Medical Services, Vice President, Planning and **Programming**, Vice President - Financial Services, Vice President - Nursing, Vice President - Hospital Services, Chief of Medical **Staff**, Administrative Assistant, Director of Laboratories, Director of Radiology, and employees covered by subsisting collective agreements with the Ontario Public Service Employees' Union, the **Ontario** Nurses' Association and the United Plant Guard Workers of America.

APPENDIX "H"

DUES DEDUCTION AND REMITTANCE OF DUES LIST

- (a) All employees shall be required to pay an amount equivalent to the regular bi-weekly Union dues, ~~as~~ determined from time to time, ~~as~~ a condition of employment. The Hospital shall deduct such dues each pay and remit such deductions to the Dues Secretary of the Local ~~Union~~ not later than the fifteenth day of the month following.
- (b) Such deductions ~~so~~ remitted shall ~~be~~ accompanied by a list of ~~those~~ employees from whom such deductions have ~~been~~ made. The check-off of dues shall commence in the second month of employment in the ~~case~~ of new employees hired on, or after, the effective date of this Agreement.
- (c) The Union agrees to save the Hospital harmless from all deductions made from an employee's pay as provided herein.

APPENDIX "I"

UNION OF LOCAL NIN AND GIEV COMMITTEES

- (a) The Hospital agrees to recognize the following representatives of the Union:
 - (i) 20 Stewards from among the employees in both the full-time and part-time service units in accordance with Appendix "A" which is attached hereto and forms **part** of this Agreement;
 - (ii) A Negotiating Committee of not more than 7 employees. It is understood that the Negotiating Committee shall represent both the full-time and part-time service units and that at least two (2) members of the Committee shall be appointed from the part-time bargaining unit;
 - (iii) A Grievance Committee of not more than four **(4)** employees. It is understood that the Grievance Committee shall represent both the full-time and part-time service units **and** that at least one (1) member of the Grievance Committee shall be **appointed** from the part-time bargaining unit.
- (b) The Union shall keep the Hospital informed of the names of such representatives.
- (c) Probationary employees shall not be eligible to serve **as** Stewards or Union Committee members.

APPENDIX "J"

STEWARDS AND ZONES

STEWARDS AND THE ZONE WITHIN WHICH THEY ARE RECOGNIZED: -

NO. OF STEWARDS	ZONE
1	Fontbonne (including Social Work)
1	Building Services
2	Materials Management, Linen Service, Printing, SPD
2	Food & Nutrition Services
1	Laboratory , Radiology
1	Pharmacy, Physiotherapy, Occupational Therapy, Communication Disorders
1	O.R. & Outpatients & Emergency
2	Housekeeping - Day Shift
1	Housekeeping - Afternoon Shift
1	Housekeeping - Night Shift
2	Admitting, Health Records, Patient Accounts, Telecommunications
1	Detox
3	Ward Services
1	CHC

NOTE #1 Ward ~~Service~~ is defined as CUPE employees on Nursing Units.

NOTE #2 The numbers of stewards and the arrangements of zones may be varied by mutual consent of the parties.

NOTE #3 The Union shall supply the Hospital with an up-to-date listing of all stewards, and the zones which they represent, in January of each year. In addition, the Union will advise the Hospital promptly in writing of any changes to the listing provided above.

APPENDIX "K"

SENIORITY LIST

- (a) The Hospital will maintain a Seniority List showing the hours accumulated by each employee in accordance with Article 9.02. The Hospital shall supply the Union with ~~an~~ up-to-date copy of the Seniority List once every four months. When determining the seniority of employees for the purpose of scheduling time off at Christmas or ~~New Year's~~ or vacation scheduling, the most recent seniority list provided by the Hospital under this Appendix shall be used.

APPENDIX "L"

SCHEDULING

- (a) The hours of work shall be scheduled in accordance with the requirements of the Hospital. However, the Hospital does not guarantee that work will be provided on a regular or any other basis.
- (b) In the case of regular part-time employees, the Hospital will schedule one week-end off in four. Should an employee be required to work the fourth week-end, he shall be paid time and one-half his regular straight time rate of pay for such time worked and this shall be applicable for every subsequent week-end worked until a week-end off is scheduled. This provision shall not apply in the case of employees who worked week-ends at their own request.
- (c) In the case of regular part-time employees, a schedule of shifts shall be posted at least two weeks in advance of the week to which it applies. In the case of a change in the posted shift of a regular part-time employee at the request of the Hospital with less than twenty-four (24) hours notice, the employee affected shall be paid time and one-half (1 1/2) his regular straight-time rate of pay for the first shift of the new schedule. Such premium shall not apply when the change in schedule is requested by the employee and agreed to by the Hospital.
- (d) When scheduled less than twelve (12) hours between full shifts, an employee will be paid time and one-half of his regular straight-time rate of pay for the hours worked on the second of the two full shifts. However, such premiums shall not be paid when scheduling is at the request of the employee.
- (e) No employee shall be normally scheduled to work more than seven (7) consecutive days in a row except upon his own request.
- (f) (i) Insofar as it does not interfere with the efficient operation of the Hospital, the scheduling regulations outlined in clause (b), (d), and (e) may be waived between December 15 and January 15 so that employees receive at least four (4) or more consecutive days off at either Christmas or New Year's. Christmas Eve and New Year's Eve shall be deemed to commence at 1500 hours.
- (f) (ii) Regular part-time employees shall be scheduled to work either the Christmas or New Year's period each year. The Hospital shall post a list by 1500 hours on the second Monday of September of each year upon which regular part-time employees will indicate their preference for working either Christmas or New Year's. Employees will sign in on their own areas. The employee's preference must be indicated by the second Monday of October. In scheduling time off, the seniority of employees under Appendix "K" shall be recognized within a department within a classification on the same time schedule, subject to the right of the Hospital to ensure that its staffing requirements are met. Staff hired after the second Monday of October in each year shall be assigned time off at Christmas or New Year's by the Hospital.

- (f) (iii) If required by the Hospital, regular part-time employees **will** be scheduled to work a fourth day during the Christmas or New **Year's** period.
- (g) It is agreed that casual part-time employees must be available for work on the following basis:
- (1) they must be available for work for eleven (11) months in each calendar year;
 - (2) they must be available for two (2) days per week during those eleven months;
 - (3) for those positions where shifts are scheduled, they must be available for two (2) shifts;
 - (4) they must be available to work a Saturday/Sunday combination once every three weekends;
 - (5) they must be available for three (3) of the Statutory Holidays set out in Appendix "M" each **year**. In addition, they must also be available for work on Christmas or New **Year's**. Christmas and New **Year's** will include the Eve and day of whichever holiday is to be worked.

All casual part-time employees shall indicate their availability for the next week to **the** Hospital in writing, in a manner **to** be determined by the Hospital on a **departmental** basis, by no later than Tuesday at 1200 hours of each week.

It is agreed that **the** above commitment of availability for these employees **does** not in any way alter their status **as** casual part-time employees.

APPENDIX "M"

HOLIDAYS

(a) The following holidays will be recognized:

1. New ~~Year's~~ Day
2. Second Monday in February
3. ~~Good~~ Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Second Monday in November
11. Christmas Day
12. Boxing Day

APPENDIX "N"

VACATIONS

- (a) For the purposes of calculating vacations and eligibility, the vacation year shall be the fifty-two week period most closely approximating May 1 of any year to April 30 of the following year.
- (b) Vacations for regular part-time employees shall **be** scheduled and shall be taken during the vacation year following the vacation year in which the entitlement was earned.
- (c) The Hospital has the sole right **to** determine the number of employees who can be absent at any one time. Without limiting this right, it is agreed that no vacation shall be scheduled during the two week period in which Christmas **and** New **Year's** fall.
- (d) In scheduling vacations, the seniority of employees under Appendix "K" shall **be** recognized within a department and within a classification on the same time schedule, provided such employees comply with paragraph (e).
- (e) The Hospital will post a vacation request list by the first Monday in November of each year. Employees will have until the third Monday in February at 1500 hours to indicate their preference. Employees will indicate on the vacation request list their preference for vacation in accordance with the number of weeks to which they are entitled. On the first Monday in March, by 1500 hours, a list shall be posted listing those employees, in order of seniority, who were not granted vacation weeks as requested. These employees will indicate their preferences for the remaining vacation weeks by the third Monday in March by 1500 hours and they shall **be** granted such vacation in accordance with paragraph (d). The approved vacation schedules will be posted by no later than the first Monday in April of each year by 1500 hours.
- (f) Employees entitled to two (2) weeks vacation shall be allotted vacation on a consecutive basis if the employee **so** desires.

Employees entitled to three (3) weeks vacation shall be allotted the first two (2) weeks of vacation on a consecutive basis. The third week of vacation will be allotted to an employee at a time acceptable to the Hospital.

Employees entitled to four (4) ~~weeks~~ vacation shall **be** allotted the first three (3) weeks of vacation on a consecutive basis, and the fourth ~~week~~ at a time acceptable to the Hospital.

Employees entitled to five (5) weeks vacation shall be allotted the first four (4) weeks of vacation on a consecutive basis, and the fifth week at a time acceptable to the Hospital.

Employees in their nineteenth year of service and ~~thereafter~~ may have their vacation on a concurrent basis if they **so** desire.

The above scheduling is subject to the condition that no employee shall be entitled to more than two weeks vacation in the months of July and August.

APPENDIX "O"

BULLETIN BOARDS

The Union shall have the privilege of posting union notices on ten "closed in " bulletin boards provided for that purpose by the Hospital, location to be mutually agreed upon. Such notices must be submitted to and approved by the Director of Human Resources or his appointee before posting. Such approval will not be withheld unreasonably.

Fontbonne Building - 1	Maintenance - 1
Food & Nutrition - 1	Ladies Locker Room - 1
Marion Wing - 1	Cafeteria- 1
Operating Room -1	Bishop Dowling Wing - 1
St. Luke Wing - 1	Community Health Centre - 1

It is understood that the Bulletin Boards referred to above shall be the same Bulletin Boards provided to the full-time bargaining unit.

APPENDIX "P"

CERTIFICATION

- (a) A Registered Practical Nurse is required to present to the Assistant Executive Director of Nursing or designate before ~~February~~ 15th at 1500 hours of each **year** her current Certificate of Competence. Such time ~~shall~~ be extended for satisfactory reasons to the Hospital.
- (b) Failure to provide proof of certification **by** the above date (or extended date) ~~shall~~ result in the Registered ~~Practical~~ Nurse being reverted to the *salary* of Non-Registered Practical Nurse.
- (c) Reinstatement of the status of Registered Practical Nurse shall ~~be~~ effective the date of presentation of proof of certification.

APPENDIX "O"

NOTICE OF TERMINATION

In the event a Social Worker terminates his or her service with the Hospital, such worker will give four weeks notice in advance to the Hospital of such date of termination.

APPENDIX "R"

NOTIFICATION OF RETIREMENT

The Hospital shall notify the Local Union of all bargaining unit employees granted work extensions after the age of 65.

APPENDIX "S"

LIST OF EMPLOYEE ADDRESSES

The Hospital will provide the Union with a list of addresses every April 1 unless an employee notifies the employer in writing that he/she does not wish that his/her address be made known to the Union.

APPENDIX "T"

TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

The effective date referred to in the opening paragraph of Article 9.05 is ~~September~~ 30, 1987.

The effective ~~ste~~ referred to in the '~~Nte~~' of Article 9.05 is February 9, 1989.

APPENDIX "U"

TRANSFER OF SENIORITY AND SERVICE

The effective date referred to in Article 9.06 is September 30, 1987.

APPENDIX "V"

UNION LEAVE OF ABSENCE

This Appendix is that referenced in Article **12.02** of the collective agreement. "Such time shall not exceed ~~a total~~ of two-hundred and ~~fifty~~ **(250)** person days in any one year and not more than six **(6)** employees shall be permitted to be absent at any one time, and provided that where there is leave for more than one **(1)** employee, it does not interfere with leave for any other employee. It is understood that the total number of person days referred ~~to~~ above is combined ~~total~~ for ~~both~~ the full-time and the part-time bargaining units.

APPENDIX "W"

HEALTH AND SAFETY

Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept **as** a member of its Accident Prevention Health & Safety Committee at least one 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 & Safety Committee in accordance with the foregoing shall be **granted** and time **so** spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the **full** co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at **risk**. If such a transfer is not feasible, the pregnant employee, if she **so** requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

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

WCB Form 7

The Hospital will supply the employee with **a** copy of the **Form 7** **at** the same time it **is** sent to the Workers' Compensation **Board** **and** will notify the Local on a weekly basis of all new WCB claims.

APPENDIX "X"

MEAL ALLOWANCE

An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work shall be provided with a meal voucher valued at a maximum of \$4.00 or \$4.00 if the Hospital is unable to provide a meal voucher.

APPENDIX "Y"

RPN SKILL UTILIZATION

The Hospital undertakes to encourage Registered Practical Nurses (RPNs) to upgrade their skills to the present level of those being acquired by the graduating RPNs. Further, the Hospital will, where practicable, encourage and permit the utilization of the upgraded skills.

Should the Hospital require those skills on the work units, the Hospital **will** pay for attendance at such training at regular wages and will also pay for tuition and materials.

**Letter of Understanding
(Part-Time Collective Agreement)**

June 26, 1992

**Mr. Mike Tracey
President
CUPE Local 786
St. Joseph's Hospital
Hamilton, Ontario**

~~Dear~~ Mr. Tracey:

As discussed during local negotiations, the Hospital agrees to provide the Union with a CUPE Part-Time Seniority list every month.

Yours truly,

WJL:mm

**W.J. Lyall
Vice President, Human Resources**

Letter of Understanding
(Full-Time and Part-Time)

June 26, 1992

Mr. Mike Tracey
President
CUPE Local 786
St. Joseph's Hospital
Hamilton, Ontario

~~Dear~~ Mr. Tracey:

Subject: Certified Safety Representative

As discussed during local negotiations, **the** following **will** apply:

- a) the Hospital agrees that one of the CUPE representatives **on** the Occupational Health and Safety Committee will be recognized as a Certified Safety Representative.
- b) the Hospital will pay the training **costs** associated with the above.

Yours truly,

WJL:mm

W.J. Lyall
Vice President, **Human** Resources