

PART-TIME COLLECTIVE AGREEMENT

BETWEEN

CHEDOKE-McMASTERHOSPITALS

(hereinafter called the "Hospital")

AND

CHEDOKE-McMASTERHOSPITALS

CHEDOKE HOSPITAL EMPLOYEES

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 839

(hereinafter called the "Union")

EXPIRES: SEPTEMBER 28, 1991

08624(02)

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ARTICLE 1 - PREAMBLE

1.01 Preamble

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

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

1.02 Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 Temporary Employee

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

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

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

2.02 Part-time Commitment

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

2.03; 2.04 - Regular Part-time Employee: Casual Employee

Employees who regularly work for not more than twenty-four (24) hours per week will be considered as part-time employees.

2.03 Regular Part-time

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 pre-determined basis and in respect of whom such pre-determined scheduling occurs.

2.04 Casual Part-time

A part-time employee in a 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 practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 4 - STRIKES AND LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 T4 Slips

The Hospital will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the hospital's payroll system

5.02 Notification to Union

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

5.03 Employee Interview

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

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

5.04 No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

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

6.02 Labour Management Committee

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

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

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

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

It is 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 the 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 Article D-2(b) of the Local 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, and in no case will more than one employee from a hospital be entitled to such payment.

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

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 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 (per Article D-2 (a)).

6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than three (3) employees (as set out in Article D-2 (c) in the Local Provisions Appendix) 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 complaints 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 designate. A meeting will then be held between the Hospital Administrator or his designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at step no. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the griever, may be present at the meeting. It is further understood that the Hospital Administrator or his designate, 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 3 within fourteen (14) calendar days following the circumstances given 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 therefore 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 designate with fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 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 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 inequitable.
- 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 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is post-marked within sixteen (16) calendar days after the decision under Step 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 foregoing article, it shall make such requests 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 a grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through the 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 employer 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 for referring to Arbitration Board shall appropriately apply.

ARTICLE 8 - ACCESS TO FILES

8.01 Access to Personnel File

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (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 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 1,725 hours worked in the bargaining unit as of the last date of hire or October 10, 1986, whichever is later.

Seniority will operate on a bargaining unit-wide basis.

9.03 Loss of Seniority

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

- (a) Resigns;
- (b) Is discharged and not reinstated through the grievance/arbitration procedure;
- (c) Is retired;
- (d) Is absent from scheduled work for a period of three or more consecutive working days without notifying the hospital of such absence in 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 Lay-Off 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 vacancies 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 months under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.

9.05 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to May 25, 1989:

- (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 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 calendar months. He shall accumulate seniority during the period of time outside the bargaining unit.

9.06 Transfer of Seniority and Service

Effective May 25, 1989 and for employees who transfer subsequent to May 25, 1989:

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 has changed from full-time to part-time, shall receive full credit for his seniority and service;
- (ii) an employee whose status has changed from part-time to full-time shall receive credit for his seniority and service on the basis of one year for each 1,725 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 that the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9.07 Notice of Layoff

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

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

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

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

9.08 Layoff and Recall

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

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

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

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

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

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

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

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

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

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

The provisions of this article shall only apply to regular part-time employees.

9.09 Technological Change

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

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

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

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

ARTICLE 10 - CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting

out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

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

11.02 Volunteers

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

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three-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 (Article M). 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 the 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.

12.05 Jury and Witness Duty

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

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

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

12.06 Maternity Leave

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

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

The employee shall give written notification one month prior to the commencement of the leave of her request for leave, together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy, and expected date of delivery.

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

The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

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

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

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

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

12.07 Adoption Leave

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

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective October 20, 1990, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

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

12.08 Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits to write examinations to upgrade his/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 cost 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 upgrading course or seminar related to employment with the Hospital.

ARTICLE 13 - INJURY AND 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.

13.02 Payroll Deduction for Union Sponsored LTD Plan

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

ARTICLE 14 - HOURS OF WORK

14.01 Daily and Weekly Hours of Work

Daily Hours of Work - Normal hours of work for days shall be based on seven and one-half (7 1/2) hours exclusive of a one-half (1/2) hour unpaid meal period.

The hours of work per day and per week, and the scheduling thereof shall be determined in accordance with the needs of the Hospital. Any scheduling of hours of work shall not be deemed to constitute a guarantee of hours per day or per week.

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 over-time 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 "B" of the collective agreement.

15.02 Definition of Over-time

A part-time employee who works in excess of seven and one-half (7 1/2) hours per day, or seventy-five (75) hours over a two (2) week period, shall be paid at the rate of one and one-half (1 1/2) times his regular straight time hourly rate.

15.03 Over-time Premium and No Pyramiding

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

Over-time 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 over-time 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 for 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 Stand-by

An employee who is required to remain available for duty on stand-by, outside the normal working hours for that particular employee, shall receive stand-by pay in the amount of two dollars (\$2) per hour for all hours on stand-by.

Stand-by pay shall, however, cease where an employee is called into work under Article 15.06 above, and works during the period of stand-by.

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate of the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of four dollars (\$4) for each shift from the time of the assignment.

15.09 Shift Premium

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

ARTICLE 16 - HOLIDAYS

16.01 Payment 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 (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.02 Payment for Working Over-time 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 Progression on Vacation Schedule

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 1,725 hours worked.

17.01 (b) Part-Time Entitlement, Qualifiers and Calculation of Payment -
Effective September 29, 1989

A part-time employee who has completed less than 3,450 hours of continuous service as of April 30, 1989, shall receive two (2) weeks vacation and vacation pay of 4% of gross earnings.

A 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 (3) weeks vacation, and vacation pay of 6% gross earnings.

A 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 part-time employee who has completed 25,875 hours, 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 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.

17.02 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work 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, stand-by pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Health & Safety Committee

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

ARTICLE 20 - COMPENSATION

20.01 Job Classification

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

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

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

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

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

20.02 Promotion to a Higher Classification

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

20.03 Wages and Classification Premiums

The regular straight time rates of pay are set out in Appendix 8 hereto and form a part of this agreement.

20.04 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 1,725 hours worked.

ARTICLE 21 - DURATION

21.01 Term

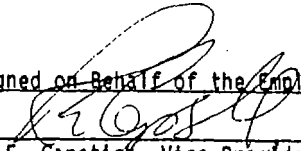
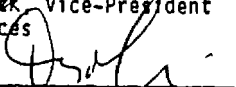
This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date September 28, 1991. Upon receipt of such notice by one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

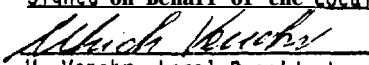
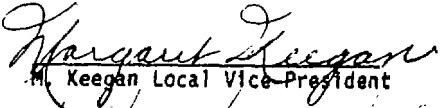
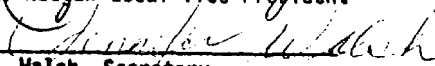
21.02 Central Bargaining

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

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

Dated at Hamilton, Ontario, this 6TH day of SEPTEMBER, 1991.

Signed on Behalf of the Employer

I. E. Capstick, Vice-President
Human Resources

J. V. Borrelli, Director
Employee Relations

Signed on Behalf of the Local Union

U. Venohr, Local President

M. Keegan Local Vice-President

J. Walsh, Secretary

dz/jm/DB88LC (1L)
July 31, 1991

APPENDIX A - LOCAL ISSUES: PART-TIME

Article A - Recognition

The Hospital agrees to recognise the Union as the sole and exclusive bargaining agent of all employees of Chedoke-McMaster Hospitals at its Chedoke Hospital site at Hamilton, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional, medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineering, assistant chief engineer, office staff and employees in bargaining units for which any trade union held bargaining rights as of March 17, 1986.

Article B - Management Rights

B.1 The Union acknowledges that it is the exclusive function of the Hospital:

- (a) Generally to manage and operate its hospitals in all respect and without in any way restricting the generality of the foregoing, to determine the kinds, location and number of hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments, and equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the hospitals, to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interests of the safety and well-being of the patients in its hospitals, and the public.
- (b) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations, that do not expressly contravene any other Article of this Collective Agreement, to be observed by the employees. The Hospital will provide the Union with copies of any rules and regulations that are generally published and issued to employees.
- (c) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shifts, and to increase and decrease the working forces, provided that a claim by an employee of improper classification, or discriminatory promotion, demotion, transfer, discipline, or suspension, or a claim by an employee that he has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided.

Article C - Dues Deduction

- C.1 A check-off of an amount equal to the union dues shall apply to all employees in the bargaining unit. The amount to be deducted shall be such a sum as may from time to time be assessed by the Union according to its constitution. All deductions made under this provision will be remitted monthly to the proper authorized officials of the Union, together with a list of the employees' names eligible for such deductions.
- C.2 The Union agrees to save the Hospital harmless with respect to all deductions and remittances made from employees' pay as provided herein.

Article D - Constitution of Local Bargaining and Grievance Committees

D.1 Employees shall not be eligible to serve as stewards or Committee members until they have acquired and hold seniority standing. The Union shall inform the Hospital of the names of stewards and representatives, forming the Grievance and Negotiating Committees, as well as the Executive of the Union upon changes or re-election, and at least once every two (2) years.

D.2 The Hospital agrees to recognize the following representatives of the Union:

(a) Twelve (12) employees between the full-time and part-time bargaining units as stewards in accordance with the following:

<u>Number of Stewards</u>	<u>Zone</u>
4	Nursing
3	Dietary
2	Housekeeping
1	Maintenance
1	General
1	Transport
12	

The number of stewards and zones may be varied by mutual consent of the parties.

(b) A Negotiating Committee of not more than seven (7) employees between full-time and part-time bargaining units to consist of three (3) Executive and two (2) from each bargaining unit.

(c) A Grievance Committee of not more than three employees, plus local President.

Article E - Seniority Lists

E.1 The Hospital will provide the Union with seniority lists in April and October of each year, showing each employee's name and classification. Seniority will be expressed in terms of hours worked. Copies of this seniority list shall be posted.

Article F - Scheduling

F.1 (a) When scheduling normal shift rotation change, there shall not be less than fifteen (15) hours between the finish and start of each shift,

(b) Schedules of working hours will be posted at least two (2) weeks in advance of the week to which they apply.

(c) The schedule of shifts, once posted, shall not be changed without the knowledge of the employee. Where three (3) calendar days notice of such change is not given the employee, he shall receive time and one-half (1 1/2) of his basic rate for all such work performed.

Requests by an employee for a change in his/her posted time schedule must be submitted in writing and co-signed by the employee willing to make the change. In any event, it is understood that such a change, Initiated by the employee and approved by the Hospital, shall not result in over-time compensation or payment.

For the purpose of this article, the addition of shifts shall not be deemed to be a change.

- (d) No employee shall be scheduled to work more than six (6) consecutive days, except by mutual consent. Days off will be consecutive where possible.

In the event that any ward or department agrees to a schedule that provides for more consecutive days than noted above, but not more than seven (7) consecutive days, such a schedule will be implemented upon a majority vote of the full-time and regular part-time bargaining unit members of that ward or department.

- (e) In the case of regular part-time employees, the Hospital will schedule one (1) weekend off in three (3). This provision shall not apply in the case of employees who work weekends at their own request.

- (f) It is understood that this article will apply to regular part-time employees only.

Article G - Uniform Allowance

- G.1 The Hospital will provide for the supplying of shirts and pants to orderlies, shirts for male cleaners in the Housekeeping Department, and shirts for painters.

Each employee who is required to wear a uniform shall be supplied with a male or female uniform of the Hospital's choice. All required to wear uniforms will have their uniforms laundered free of charge. On termination of employment, such uniforms must be surrendered to the Hospital.

Where a uniform is required, the Hospital will provide or modify existing uniforms for the duration of one's pregnancy.

Note: Housekeeping and Dietary employees should note the letter of understanding attached to this agreement.

Article H - Holidays

- H.1 In reference to Article 16.01:

New Year's Day
Second Monday in February
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Second Monday in November
Christmas Day
Boxing Day

Article I - Communication to Union

I.1 All correspondence between the parties hereto, arising out of this agreement or incidental thereto, shall pass to and from the hospital designated representative, and the Union's designated representative.

Article J - Vacation Administrative Provisions

J.1 The following will apply to regular part-time employees:

- (a) Vacation shall be allotted during the vacation year as stated in D, i.e. May 1 of any year to April 30 of the following year.
- (b) Vacation preference lists with names, starting dates and individual entitlement will be posted January 15 to March 1 of each year. The vacation schedule shall, in the event of conflict of preference between employees, be determined by seniority standing. The final vacation schedule shall be posted by mid-April of each year, and shall not be changed without the consent of the affected employees.
- (c) Vacations will be scheduled so as to coincide with scheduled days off, either at the beginning or at the end of an employee's vacation period, except that the normal non-scheduled working days may be altered at the discretion of the Hospital. An employee shall be entitled to start his/her vacation on any calendar day.
- (d) For the purpose of calculating vacations and eligibility, the vacation shall be from May 1 of any year to April 30 of the following year.
- (e) Before the employee leaves for vacation, upon request and with five (5) weeks' notice, an employee shall be entitled to receive any pay coming due during his vacation period, providing the vacation period is at least two (2) weeks' in duration.
- (f) An employee shall receive up to three (3) weeks of his vacation entitlement as an unbroken period if requested by the employee. The Hospital will not unreasonably deny requests for vacation of less than five (5) consecutive days.

Article K - Mileage Allowance

K.1 Authorized mileage required in the performance of duties will be paid per mile return trip, at the current Hospital rate.

Article L - Bulletin Boards

L.1 The Union shall have the privilege of posting Union notices on bulletin boards provided for that purpose by the Hospital as follows:

- Powerhouse
- Continuing Care Centre hallway
- Dietary
- Maintenance
- Chadoke locker rooms - three
- Cafeteria lower hallway
- Transport

Operating Room hallway
Holbrook - two
Evel - one
Mreland Building
East Cottage
West Cottage

The number of bulletin boards and locations may be varied by mutual consent of the parties. Such notices must have the prior approval of the Hospital's designated representative to deal with such matters.

Article M - Union Business

M.1 In reference to Article 12.02, there shall be no more than five (5) employees in total, and not more than one (1) employee from a section shall be so absent at any one time and not more than a total of forty (40) working days.

Article N - General

N.1 Any employee who has become unable to handle his customary work to the satisfaction of the Hospital, owing to age or other infirmity, may be given consideration by the Hospital for any available work within his capabilities.

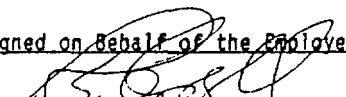
N.2 A copy of this Collective Agreement shall be issued by the Hospital to each member in the bargaining unit. The cost of printing the agreement will be shared equally between the Hospital and the local Union. The printing of the agreement will be in a mutually acceptable format.

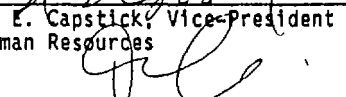
N.3 Employees required to work over-time, without advance notice from the Hospital, for three (3) or more hours of over-time will be paid a meal allowance of five dollars (\$5).

N.4 Attached letters of understanding regarding uniforms - dietary classifications and part-time status, form part of this Collective Agreement.

Dated at Hamilton, Ontario, this 6TH day of SEPTEMBER 1991.

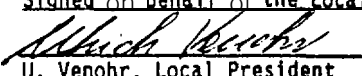
Signed on Behalf of the Employer


R. E. Capstick, Vice-President
Human Resources


D. V. Borrelli, Director
Employee Relations

dz/jm/DB91LC (1-5) (5L)
July 31, 1991

Signed on Behalf of the Local Union


U. Venohr, Local President


M. Keegan, Local Vice-President


J. Walsh, Secretary

Appendix E1 (Part-Time)

Occupational Classification and Wage Rates

Effective September 29, 1989

<u>Area</u>	<u>Start</u>	<u>One Year:</u>	<u>Two Years</u>
<u>NURSING</u>			
RNA	\$13.4932	\$13.6288	\$13.7649
O.R. Orderly	\$13.4932	\$13.6288	\$13.7649
Cast Technician	\$13.4932	\$13.6288	\$13.7649
Orderly	\$13.2189	\$13.3546	\$13.4906
Non-Reg. Nursing Assist	\$13.2189	\$13.3546	\$13.4906
ATEC Attendant	\$13.2189	\$13.3546	\$13.4906
Nursing Attendant	\$12.3751	\$12.5113	\$12.6470
Ward Clerk	\$12.8653	\$13.0007	\$13.1367
<u>DIETARY</u>			
Cook	\$13.7899	\$13.9255	\$14.0618
Baker	\$13.7899	\$13.9255	\$14.0618
Pot Washer	\$13.0007	\$13.1367	\$13.2730
Cook's Helper	\$13.0007	\$13.1367	\$13.2730
Food Handler	\$12.3751	\$12.5113	\$12.6470
Dishwasher	\$12.8653	\$13.0007	\$13.1367
Inventory Control Assist.	\$12.8653	\$13.0007	\$13.1367
Inventory Control Co-Ord.	\$13.6115	\$13.7433	\$13.8753
<u>HOUSEKEEPING</u>			
Wall & Window Washer	\$13.0007	\$13.1367	\$13.2730
Cleaner	\$12.8653	\$13.0007	\$13.1367
Aide	\$11.9399	\$12.0760	\$12.2391
Linen Aide - Seamstress	\$12.3751	\$12.5113	\$12.6470
<u>CENTRAL TRANSPORT</u>			
Truck Driver	\$13.4434	\$13.5795	\$13.7152
Porter	\$12.8653	\$13.0007	\$13.1367
<u>GENERAL</u>			
Glass Washer - Lab	\$12.8653	\$13.0007	\$13.1367
Physio Attendant II	\$13.0007	\$13.1367	\$13.2730
Storeperson II	\$13.2730	\$13.4361	\$13.5717

jm/DB91LC (10) (5L)
April 9, 1991

Effective September 29, 1990

<u>Area</u>	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>
<u>NURSING</u>			
RNA	\$14.4377	\$14.5828	\$14.7284
O.R. Orderly	\$14.4377	\$14.5828	\$14.7284
Cast Technician	\$14.4377	\$14.5828	\$14.7284
Orderly	\$14.1442	\$14.2894	\$14.4349
Non-Reg. Nursing Assist.	\$14.1442	\$14.2894	\$14.4349
ATEC Attendant	\$14.1442	\$14.2894	\$14.4349
Nursing Attendant	\$13.2414	\$13.3871	\$13.5323
Ward Clerk	\$13.7659	\$13.9107	\$14.0563
<u>DIETARY</u>			
Cook	\$14.7552	\$14.9003	\$15.0461
Baker	\$14.7552	\$14.9003	\$15.0461
Pot Washer	\$13.9107	\$14.0563	\$14.2021
Cook's Helper	\$13.9107	\$14.0563	\$14.2021
Food Handler	\$13.2414	\$13.3871	\$13.5323
Dishwasher	\$13.7659	\$13.9107	\$14.0563
Inventory Control Assist.	\$13.7659	\$13.9107	\$14.0563
Inventory Control Co-Ord.	\$14.5643	\$14.7053	\$14.8466
<u>HOUSEKEEPING</u>			
Wall & Window Washer	\$13.9107	\$14.0563	\$14.2021
Cleaner	\$13.7659	\$13.9107	\$14.0563
Aide	\$12.7757	\$12.9213	\$13.0958
Linen Aide - Seamstress	\$13.2414	\$13.3871	\$13.5323
<u>CENTRAL TRANSPORT</u>			
Truck Driver	\$14.3844	\$14.5301	\$14.6753
Porter	\$13.7659	\$13.9107	\$14.0563
<u>GENERAL</u>			
Glass Washer - Lab	\$13.7659	\$13.9107	\$14.0563
Physio Attendant II	\$13.9107	\$14.0563	\$14.2021
Storeperson II	\$14.2021	\$14.3766	\$14.5217

jm/DB91LC (11) (5L)
November 27, 1990

Chedoke-McMaster Hospitals

CHEDOKE HOSPITAL
Sanitorium Road Hamilton

Box 2000, Station A, Hamilton, Ontario L8N 3Z5 (416) 521 2100 Or Automated Attendant (416) 521 9600

McMASTER UNIVERSITY
MEDICAL CENTRE
1200 Main Street West, Ha

June 27, 1991

To: **U. Venohr**
President COPE Local 839
Chedoke Hospital

From: **D. V. Borrelli**
Director, Human Resources

Re: Letter of Understanding - Dietary Classifications

For the term of these collective agreements (full-time and part-time), expiring September 28, 1991, this is to confirm that any Dietary employee in the bargaining unit required to relieve on a higher-rated job, in Dietary only, will be paid as follows:

- (a) The higher rate would be payable for all hours worked in the higher-rated classification.
- (b) There will be no minimum hours of work required in the higher rated classification before the higher rate is paid.

I trust that this is mutually satisfactory.

Chedoke Hospital



D. V. Borrelli

c.c. A. Scragg

Chedoke-McMaster Hospitals

CHEDOKE HOSPITAL
Sanatorium Road, Hamilton

Box 2000, Station "A", Hamilton, Ontario L8N 3Z5 (416) 521-2100 Or Automated Attendant (416) 521-9600

McMASTER UNIVERSITY
MEDICAL CENTRE
1200 Main Street West, Hamilton

June 27, 1991

To: **U. Venohr**
President CUPE Local 839
Chedoke Hospital

From: **D. V. Borrelli**
Director, Human Resources

Re: Letter of Understanding - Uniforms

For the **term** of these collective **agreements** (full-time and part-time), expiring September **28, 1991**, this **is to confirm** that Article **"G"** of Appendix **"A"**, regarding uniforms for Housekeeping and **Dietary** female staff, shall **be administered as follows**:

- a) **In** Housekeeping and Dietary, the Hospital's choice of uniform will be a **pantsuit** (slacks and top) of design and material presented **to you at our meeting** of November **22, 1983**.
- b) **Each** employee will be provided, at Hospital cost, with three (3) uniform sets. These would remain the property of the Hospital and **would** return to the Hospital should the employee terminate.
- c) **For** reasons discussed, the employee would be required to launder the uniforms. Basically, we feel that because of the significantly higher cost of this uniform compared to a dress, we would want to **maintain** these uniforms as long as **possible**. We feel that repeated **washing** of this fabric with the harsh soap and high temperatures used by Mohawk Laundry, could considerably reduce the life of the **uniform**.
- d) The **same** repair policy as at present would continue.
- e) Present employees, at the date of this agreement (as of November **22, 1983**), could choose between a **pantsuit** or dress. New employees would not have a choice.
- f) This uniform change would affect only the Housekeeping and **Dietary** departments. Present practise would remain **in effect** for all other departments.

I trust that this is mutually **satisfactory**.

Chedoke Hospital



D. V. Borrelli

c.c. A. Scragg
K. Sopha

Affiliated with the
Faculty of Health Sciences, McMaster University

Chedoke-McMaster Hospitals

CHEDOKE HOSPITAL
Sanatorium Road, Hamilton

Box 2000 Station "A", Hamilton, Ontario L8N 3Z5 (416) 521-2100 Or Automated Attendant (416) 521-9800

McMASTER UNIVERSITY
MEDICAL CENTRE
1200 Main Street West, Hamilton

June 27, 1991

To: **U. Venohr**
President CUPE Local 839
Chedoke Hospital

From: **D. V. Borrelli**
Director, Human Resources

Re: Letter of Understanding - Part-Time Status

For the term of these collective agreements (full-time and part-time), expiring **September 28, 1991**, this is to confirm that any part-time staff selected for temporary full-time work will remain in the part-time bargaining unit and continue to receive benefits as per Article **18.01 (PT)**.

I trust that this is mutually satisfactory

Chedoke Hospital



D. V. Borrelli

Affiliated with the

Faculty of Health Sciences, McMaster University

Chedoke-McMaster Hospitals

CHEDOKE HOSPITAL
Anatomical Road, Hamilton

Box 2000, Station 'A', Hamilton, Ontario L8N 3Z5 (416) 521-2100 Or Automated Attendant (416) 521-9800

McMASTER UNIVERSITY
MEDICAL CENTRE
1200 Main Street West, Hamilton

June 27, 1991

To: **U. Venohr**
President CUPE Local 839
Chedoke Hospital

From: **D. V. Borrelli**
Director, Human Resources

Re: Letter of Understanding

For the term of these collective agreements (full-time and part-time), expiring September 28, 1991, this is to confirm 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.

I trust that this is mutually satisfactory.

Chedoke Hospital



D. V. Borrelli

c.c. S. Church

Affiliated with the

Faculty of Health Sciences, McMaster University