

SOURCE	Hosp.		
Wages EFFECTS	85	09	29
TERM.	89	09	28
No. OF EMPLOYEES	56		
NOMBRE D'EMPLOYES	56		

Part-Time

COLLECTIVE AGREEMENT

between

THE DOCTORS HOSPITAL, TORONTO
(hereinafter called the "hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1474
(Part-time Office and Clerical Unit)
(hereinafter called the "Union")

Expires: September 28, 1989

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ARTICLE 1 - PREAMBLE

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

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

1.02 Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 Temporary Employee

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

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

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

2.02 Part-Time- Commitment

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

2.03 Regular Part-Time Employee

Regular part-time employees shall be defined as those part-time employees who make a **commitment** to the Hospital to be available for work on a **pre-determined** basis and in respect of whom there is a **pre-determined** scheduling.

2.04 Casual Employee

A **casual** part-time employee is one who is employed as a relief or on a replacement basis and is **available** for call-ins as circumstances demand.

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

The Parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital **status**, nationality, ancestry, or place or origin.

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 T-4 Slips

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

5.02 Notification to Union

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

5.03 Employee Interview

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

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

5.04 No Other Agreements

The Hospital undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

With prior approval of the Director, Human Resources, representatives of the Canadian Union of Public Employees shall have access to the Hospital's premises in order to investigate and assist the settlement of a grievance. Such approval shall not be unreasonably denied.

The Steward may absent himself from his regular duties for the purpose of investigating, presenting, and negotiating grievances with management, but may only absent himself from his regular duties with the permission of his immediate supervisor, which shall not be unreasonably denied, and must report back to his immediate supervisor when resuming his regular duties.

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.

6.02 Labour-Management Committee Meeting (cont'd)

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

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

6.03 Local Bargaining Committee

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

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide 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

Union Central Bargaining Committee Leave

In future 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 Pay for Grievance Committee or Stewards

Absence from regular duties in the hospital by the Steward for the purpose of investigating, presenting and negotiating grievances will be paid for at the Steward's regular straight-time hourly rate.

All Committees

Official representatives to committee meetings will be reimbursed for loss of regular straight-time pay, **exclusive** of shift or any other premium, for attendance providing they have permission from their immediate supervisor, which shall not be unreasonably denied. Attendance at conciliation or arbitration meetings will not be paid for.

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 **w r i t i n g** . 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 Where 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 (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 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.

8.02 Clearing of Record

No written notice of censure shall be maintained in an employee's file for more than twelve months providing no similar offence was committed during this period.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

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

9.03 Loss of Seniority (cont'd)

(g) is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.

9.04 Job Posting

Where a permanent vacancy occurs in a regularly scheduled 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 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 Hospital shall have the right to make a temporary appointment until such position procedure has been complied with and arrangements have been made to permit the person elected to fill the vacancy to be assigned to the job concerned.

There shall be only one posting with respect to each vacancy. The Hospital is not required to consider an employee who has been transferred as a result of this provision in the previous six months.

The notice of vacancy shall contain the following: nature of position, required qualifications, ability and **skills**, the shift, and the salary for the **classif** ications.

9.04 Job Posting (cont'd)

It is agreed that the Hospital has the right to fill temporary vacancies as stated elsewhere in the contract. Without nullifying these provisions the Hospital shall consider the following principles:

- (a) Temporary vacancies will not be posted.
- (b) Preference will **be** given to the senior employee providing he has the required **skill** and ability to **fulfill** the normal requirements of the positions.
- (c) The Hospital agrees that a temporary vacancy shall be one that is a duration of ninety days, or less except in the case of pregnancy leave when the entire leave shall be considered as a temporary vacancy. If the decision is to consider the vacancy permanent, normal posting procedures will be followed.

9.05 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to October **10, 1986**.

- (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 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 October **10, 1986** 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 October **10, 1986**.

9.06 Transfer of Seniority and Service

Effective October 10, 1986 and for employees who transfer subsequent to October 10, 1986:

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 year for each 1725 hours worked.

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

9.07 Notice of Layoff

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

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

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

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

9.08 Layoff and Recall

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

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

(a) accept the lay-off: or

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

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

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a 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 lay-off 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.

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 effect, if any, upon employees concerned.

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

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

ARTICLE 10 - CONTRACTING OUT

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

ARTICLE 11 - WORE OF THE BARGAINING UNIT

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

11.02 Volunteers

The use of volunteers shall not be expanded beyond the extent of existing practice as of June 1, 1986.

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 Director, **Human Resources**, or his designate. Such requests are to be submitted at least two **(2)** weeks in advance, except in cases of emergency, and a written reply will be given within fourteen **(14)** days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not **be** unreasonably withheld.

12.02 Union Business

(a) Upon notification from the Union in writing and **subject to** the efficient operation of the Hospital, the Hospital will endeavour to allow leave of absence with pay and benefits to an employee to attend a union function provided:

(1) The employee must be elected or appointed by the Union.

(2) The Union in the original notification will provide the complete information required as to name; classification; reason; dates; time; etc. a minimum of two weeks prior to beginning of the leave.

(3) Pay and benefits will be for scheduled working days only and will be for a maximum of fifteen days.

(4) Only one employee from a department will **be** granted leave to attend a function at a time.

(b) The Union shall reimburse the Hospital in total for the full cost of such pay and benefits for the entire leave.

(c) Application for such leave shall be made by the Union to the Director, Human Resources.

12.03 Full-time Position with the Union or Full-time Public Office

(a) 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 a reasonable period of time.

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

Undefined

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.

12.06 Maternity Leave

1. Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.
2. The service requirement for eligibility for maternity leave shall be 10 months of continuous service.
3. 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.
4. An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and 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.

12.06 Maternity Leave (cont'd)

5. 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.
6. 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 or work would have been.
7. The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 03 or 05 above by written notification 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.

8. When persons are hired to replace employees who are on approved maternity leave, the period of employment of such persons will not exceed the maternity 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** position 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, the circumstances giving rise to the **vacancy**, and the special conditions relating to such employment.

12.07 Adoption Leave

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

If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the **leave of absence** in writing, the request may be made verbally and subsequently verified in writing.

12.07 Adoption Leave (cont'd)

- (b) 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.
- (c) 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.
- (d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption 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, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

12.08 Education Leave

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

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

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

ARTICLE 13 - INJURY PAY

13.01 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 a 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

Undefined.

14.02 Rest Periods

There shall be a fifteen (15) minute rest period during each four (4) hour work period.

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 A of the Collective Agreement.

15.02 Definition of Overtime

Authorized work performed in excess of thirty-seven and one-half hours (37 1/2) per week averaged over a four week period shall be paid at the overtime rate.

15.03 Overtime Premium and No Pyramiding

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

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

15.04 Time Off in Lieu of Overtime

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

Time off in **lieu may** be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer 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. This shall not apply to part-time employees working less than 7 1/2 hours per day. Such employees shall receive a pro-rated reporting pay.

15.06 Call Back

Undefined

15.07 Standby

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

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

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall **be** paid the rate in the higher salary range immediately above his current rate from the commencement of the shift 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 **\$3.00** for each shift from the time of the assignment.

15.09 Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

15.10 Transfer to Lower Paying Classification

When an employee is transferred temporarily to a job carrying a lower rate of pay, he shall continue to receive the rate of pay for his own job.

ARTICLE 16 - HOLIDAYS

16.01 Payment for Working on a Holiday

An employee who is required to work on a designated holiday shall be paid at one and one-half times his basic straight-time rate of pay for the holidays provided in Article G.

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 authorised over time.

ARTICLE 17 - VACATIONS

17.01 Part-time Entitlement, Qualifiers and Calculation of Payment

For the purpose of calculating vacation pay, the vacation year shall be defined as the **preceeding** period of May 1 to the following April 30.

Employees shall receive, as vacation pay, a percent of their earning during the previous vacation year as prescribed in the following vacation schedule.

Regular part-time employees will receive vacation pay as above in a lump sum payment no later than May 30. Casual employees shall receive vacation pay in their **bi-weekly** pay.

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.

Progression on Vacation Schedule (Part-time) (cont'd)

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.

An employee who has worked less than 1725 hours of continuous service as of April 30th of the **preceeding** year shall receive as vacation pay four percent of his earnings during the previous vacation **year**.

- (a) An employee who has been continuously employed and has worked 1725 hours **but less** than 3450 hours as of April 30 of the **preceeding** year shall receive as vacation pay four percent of his earnings during the previous vacation **year**.
- (b) An employee who has been continuously employed and has worked 3450 hours but less than 10,350 hours as of April 30 of the **preceeding** year shall receive as vacation pay six percent of his earnings during the previous vacation year.
- (c) An employee who has been continuously employed and has worked 10,350 hours but less than 27,600 hours as of April 30 of the **preceeding** year shall receive as vacation pay eight percent of his earnings during the previous vacation year.
- (d) An employee who has worked 27,600 or more continuous hours as of April 30 of the **preceeding** year shall receive as vacation pay ten percent of his earnings during the previous vacation year.

17.02 Work During Vacation

Undefined

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) **Recognizing** its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to **fulfill** its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (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 and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observance 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 during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

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



20.02 Promotion to a Higher Classification

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

20.03 Progression on the Wage Grid (Part-time)

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

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

20.04 Wages and Classification Premiums

See Appendix II

ARTICLE 21 - DURATION

21.01 Term

This Agreement shall be in **effect until September 28, 1989**. The Agreement shall continue from year to year thereafter unless either party gives notice in writing of its intention to terminate the Agreement, or to enter into negotiations for the purpose of amending the Agreement not earlier than three calendar months prior to the normal termination date of the Collective Agreement.

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.

21.01 Term (cont'd)

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 *Toronto*, Ontario, this *25th* day of *July*, 1989.

FOR THE HOSPITAL

David Clarke

FOR THE LOCAL UNION

William J. ...

APPENDIX I - APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

A.01 The Hospital **recognizes** The Canadian Union of Public Employees Local 1474 as the exclusive bargaining agent for all office and clerical employees of The Doctors Hospital in Metropolitan Toronto, Ontario regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, secretaries to the following: President, Vice President, Nursing Services, Director of Environmental Services, Director of Development, Chief of Staff and Medical Advisory Committee, Vice President, Planning, Contoller, Manager, Human Resources, Interpreter, employees whose wages are funded by government grants, and persons covered by sub-sisting collective agreements.

ARTICLE B - MANAGEMENT RIGHTS

- B.01 The Union acknowledges that the management of the Hospital and the direction of the working forces are fixed **exclusively** in the hospital and shall remain solely with the hospital and without limiting the generality of the foregoing that it is the **exclusive** function of the hospital to:
- (a) To maintain order, discipline and efficiency, to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement, and to establish and enforce the necessary rules and regulations which will provide the maximum standard of protection for the buildings and equipment of the Hospital. Rules which pertain to the conduct and work of the employees will **be** forwarded to the Union prior to implementation, the basis of which are described in the Hospital's General Policy & Procedure Manual and the Emergency Procedures Manual.
 - (b) To hire, retire, direct, classify, discharge, schedule, transfer, promote, demote, layoff and recall and suspend and otherwise discipline employees provided that if an employee **claims** he has been discharged or disciplined without **just cause**, a grievance may be filed and dealt with in accordance with the grievance procedure.
 - (c) To determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time and the standard of performance for all employees.
 - (d) Generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public.
 - (e) The Hospital will not exercise its rights in an arbitrary or **discrimatory** manner or in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - UNION SECURITY

- C.01 The Hospital agrees during the term of this Collective Agreement to deduct from the wages of each employee in the bargaining unit, an amount equal to the monthly union dues as the Union may from time to time determine.
- C.02 The Union shall notify the Director, Human Resources of the Hospital, in writing of the amount of such regular monthly dues.
- C.03 The total amount of such dues deducted shall be remitted to the Secretary Treasurer of the Union, not later than the fifteenth day of the month following the month for which the deduction was made. The deduction so remitted will be accompanied with a list of employees from whom deductions were made. The Human Resources Dept. shall provide, on a monthly basis, a list of employees paying dues for the first time, employees who have been terminated and all legal name changes.
- C.04 No such deduction shall be made from the employees until they have completed their probationary period, as set out in the Collective Agreement.
- C.05 The Union will save the Hospital harmless from any and all claims which may be made by the employees for amounts deducted from pay as herein provided.

ARTICLE D - CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEE

D.01 Grievance Committee

In order to provide an orderly procedure for the handling of grievances between the parties, the Union may appoint and the Hospital will **recognize** three employees: the President, one Steward, and one member from the bargaining unit as elected or appointed annually and whose function shall be to assist employees in the presentation of their grievances. These employees shall constitute the Grievance Committee. The Union will notify the Hospital, in writing, of the names of the employees who constitute the Grievance Committee.

The Hospital **recognizes** the need for training and will sanction the appointment of an additional member to attend Grievance Committee meetings as an observer. The Union will notify the Hospital of the name of this trainee.

D.02 Negotiating Committee

The Hospital will **recognize** a Negotiating Committee of three employees consisting of the President, and two employees from the bargaining unit.

- (a) The appointment of and recognition of three Stewards is conditional upon their being employees with full time duties to perform.
- (b) The Union will notify the Hospital, in writing as changes occur of the name of the Steward.
- (c) The Hospital will notify the Union, in writing, of the names of the Department Heads and Supervisory Staff,

ARTICLE E - SENIORITY LISTS

- E.01 The Hospital will provide the Union with a current seniority list as of the first day of January and July, showing the date of which each employee last commenced employment with the Hospital. Information with respect to the seniority of employees will be made available to the Union President or his designate in the Human Resources Office at any reasonable **time**.

ARTICLE F - HOURS OF WORK SCHEDULING

- F.01 The Hospital does not guarantee to provide employment or any hours of work.
- F.02 Working schedules shall be posted two weeks in advance of the date on which they become effective and no changes in posted working schedules will be made which will result in less than twenty-four hours of notice unless such change is made at the request of the employee.
- F.03 No overtime shall **be** paid under circumstances in which an employee's work schedule has been changed at the request of the employee in order to **accomodate** personal preferences.

The employee requesting this change in work schedule **must** give the Hospital reasonable notice of his intention to exchange shifts. This written notice **must** include an understanding signed by the other employee willing to exchange shifts, that no extra cost to the Hospital will be allowed. This will be subject to the approval of the Hospital.

ARTICLE G - DESIGNATION OF SPECIFIC HOLIDAYS

G.01 The parties agree, subject to qualifying conditions set forth in the Collective Agreement that, there shall be provision for not more than seven (7) holidays annually.

For the purpose of this Agreement the holidays shall be designated as follows:

- | | |
|--------------------|----------------------|
| (1) New Year's Day | (6) Thanksgiving Day |
| (2) Good Friday | (7) Christmas Day |
| (3) Victoria Day | |
| (4) Dominion Day | |
| (5) Labour Day | |

ARTICLE H - JOB DESCRIPTIONS

H.01 The Hospital agrees to notify the Union of changes to job descriptions of positions for which the Union is the bargaining agent (included in Appendix A of this Agreement) prior to implementation.

ARTICLE I - UNIFORMS

I.01 The Hospital undertakes to continue the present practice with respect to uniform allowances.

ARTICLE J - GENERAL

J.01 Supervisor

Wherever the work "supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.

J.02 Bulletin Boards

The Hospital will provide a reasonable number of bulletin boards for the use of the union. Material to be posted on the bulletin boards will be submitted to the Director, Human Resources for approval prior to posting.

J.03 Equal Pay

The concept of equal pay for equal work will apply as per the provisions of the Employment Standards Act of the Province of Ontario.

J.04 Printing

The Hospital and the Union will share equally the cost of printing of the Collective Agreement in booklet **form**. The Hospital will endeavour to coordinate printing of such booklets within three (3) months after the signing of the collective agreement.

J.05 Tools and Equipment

All hand tools and equipment required for performance of employees' duties shall be supplied by and remain the property of the Hospital. On receipt of same the employee must complete a hospital property form and on termination of employment, such tools must be surrendered to the Hospital.

J.06 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources of the Hospital, and the President of the Union, Local **1474**.

J.07 Job Postings

All job postings shall be numbered and state, "The Hospital is an Equal Opportunity Employer".

J.08 Employee Rights

When it becomes necessary to reprimand an employee, the Hospital will endeavour to do so in private.

APPENDIX II - WAGE SCHEDULE "A"
EFFECTIVE SEPTEMBER 29, 1985

JOB LEVEL	CLASSIFICATION	HOURLY	*HOURLY	*HOURLY	*HOURLY	*HOURLY
1	Postal Messenger Clerk					
2	Diet Clerk					
3	Clerk General					
4	Switchboard Operator Unit Secretary					
5	Surgical Suite Recep. OPD/Emerg Receptionist Admitting Clerk Booking Clerk P/A Clerk Clerk/Aide Medical Records Clerk					
6	Sr Switchboard Operator					
7	Secretary I					
8	Medical Dicta Typist					
9	Accts Payable Clerk Senior Clerk Typist Senior Rad Clerk					
10	Senior Admitt Clerk					
11	Health Rec Tech					
12	Secretary II					
13	Sr. Clerk-Purchaser					
14	Students (Employed during school vacation periods)					

*For Progression of the Wage Grid (Part-time) - see Article 20.03

APPENDIX II - WAGE SCHEDULE "A"
EFFECTIVE SEPTEMBER 29, 1986

JOB LEVEL	CLASSIFICATION	HOURLY	*HOURLY	*HOURLY	*HOURLY	*HOURLY
1	Postal Messenger Clerk					
2	Diet Clerk					
3	Clerk General					
4	Switchboard Operator Unit Secretary					
5	Surgical Suite Recep. OPD/Emerg Receptionist Admitting Clerk Booking Clerk P/A Clerk Clerk/Aide Medical Records Clerk					
6	Sr Switchboard Operator					
7	Secretary I					
8	Medical Dicta Typist					
9	Accts Payable Clerk Senior Clerk Typist Senior Rad Clerk					
10	Senior Admitt Clerk					
11	Health Rec Tech					
12	Secretary II					
13	Sr. Clerk-Purchaser					
14	Students (Employed During School Vacation Periods)					

*For Progression of the Wage Grid (Part-time) - see Article 20.03.

APPENDIX II - WAGE SCHEDULE "A"
EFFECTIVE SEPTEMBER 29, 1987

DART-TIME

JOB LEVEL	CLASSIFICATION	HOURLY	*HOURLY	*HOURLY
1	Diet Clerk	9.229	9.507	9.792
2	Postal Messenger Clerk	9.461	9.745	10.037
3	Clerk General	9.558	9.844	10.140
4	Unit Secretary I	9.720	10.012	10.312
5	Switchboard Operator	9.837	10.133	10.437
6	Surgical Suite Recep. OPD/Emerg Receptionist Booking Clerk P/A Clerk Clerk/Aide Health Records Clerk I Purchasing Clerk Computer Clerk	9.996	10.296	10.604
7	Sr Switchboard Operator Admitting Clerk	10.151	10.455	10.769
8	Unit Secretary II	10.206	10.512	10.827
9	Health Rec. Clerk II**	10.494	10.812	11.130
10	Medical Dicta Typist Sr. Patient Accts Clerk Sr. Health Rec. Clerk Accts Payable Clerk Senior Clerk Typist Senior Rad Clerk Secretary I	10.734	11.056	11.388
11	Senior Admitting Clerk	10.953	11.282	11.620
12	Health Rec Tech Secretary II	11.617	11.965	12.325
13	Sr. Clerk-Purchaser	12.056	12.418	12.790
14	Students (Employed During School Vacation Periods)	1st yr 6.576	2nd and subsequent 7.187	yrs.

*For progression of the Wage Grid (Part-time) - see Article 20.03.

** Effective November 2, 1987

APPENDIX II - WAGE SCHEDULE "A"
EFFECTIVE SEPTEMBER 29, 1988

PART-TIME

JOB LEVEL	CLASSIFICATION	HOURLY	*HOURLY	*HOURLY
1	Diet Clerk	9.690	9.982	10.282
2	Postal Messenger Clerk	9.934	10.232	10.539
3	Clerk General	10.036	10.336	10.647
4	Unit Secretary I	10.206	10.513	10.828
5	Switchboard Operator	10.329	10.640	10.959
6	Surgical Suite Recep. OPD/ Emerg Receptionist Booking Clerk P/A Clerk Clerk/Aide Health Records Clerk I Purchasing Clerk Computer Clerk	10.496	10.811	11.134
7	Sr Switchboard Operator Admitting Clerk	10.659	10.978	11.307
8	Unit Secretary II	10.716	11.038	11.368
9	Health Rec. Clerk II	11.019	11.353	11.687
10	Sr. Patient Accts Clerk Sr. Health Rec. Clerk Accts Payable Clerk Senior Clerk Typist Senior Rad Clerk Secretary I Medical Dicta Typist (until May 21/89)	11.271	11.609	11.957
11	Senior Admitting Clerk	11.501	11.846	12.201
12	Med. Dicta Typ. (effec. May 22/89)	11.877	12.233	12.600
13	Health Rec Tech Secretary II (until Feb 12/89) Secretary II (effective Feb 13/89)	12.198	12.563	12.941
		12.397	12.769	13.152
14	Sr. Clerk-Purchaser	12.659	13.039	13.430
15	Students (Employed During School Vacation Periods)	1st yr 6.905	2nd and subsequent yrs. 7.546	

*For Progression of the Wage Grid (Part-time) - see Article 20.03.