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REF. U	07/09/29
TERM.	09/09/28
No. OF EMPLOYEES	200
NOMBRE D'EMPLOYÉS	200

PART TIME

COLLECTIVE AGREEMENT

BETWEEN

PROVIDENCE VILLA & HOSPITAL
thereinafter called the "Hospital")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1590
(hereinafter called the "Union")

EXPIRES SEPTEMBER 28, 1989

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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

Not applicable.

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

- (a) The Union and its officials **and** members shall not use coercion **or** intimidation or discriminatory action in obtaining new members or in persuading any employee to participate **in** Union activities.
- (b) The Employer shall not discriminate against any employee because of membership or non-membership or activity **in** the Union.
- (c) The Employer and the Union agree that there shall be no discrimination against any employee **either in employment or** Union membership because of race, creed, colour, age, nationality, ancestry, place of origin or political affiliation, sex or marital status, nor by reason of **his** place of residence.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 T4 Slips

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

5.02 Notification to Union

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

5.03 Employee Interview

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

The Union shall have the **right** to have **the** assistance of **their** full time representatives when dealing or negotiating with the Employer. With prior approval of the Director of Human Resources such representative shall have access to the Employer's premises in order to investigate or assist in the settlement of a written grievance under the contract. Such approval shall not be unreasonably denied.

Purpose

For the promotion of and the provision of effective and meaningful communication of information and ideas, and to make recommendations on matters of mutual concern to the Employer and the Union. Topics for discussion may be submitted by either the Union or the Employer and must be exchanged seventy-two (72) hours prior to any scheduled meeting date.

Composition

The Union and the Employer will each appoint four (4) representatives to the committee, including representation from the **full** time bargaining unit. Each party may have alternatives to replace **a** member from time to time. **Any** representative(s) attending such meeting during their regularly scheduled hours of **work** shall not lose regular earnings **as** a result of such attendance. The chairman of this committee would alternate between the Union and the Employer's senior representative. **An** executive secretary shall be appointed for the committee in addition to the regular members. Such persons from the Personnel Department shall maintain the minutes, receive and distribute agenda items, and maintain files as required.

Meetings

The committee **shall** meet at mutually satisfactory times once every month on the average providing there are agenda items. **A** written record shall be maintained of matters referred to the committee and their recommended dispositions. The **committee** shall have the power to recommend temporary changes in the Collective Agreement to the designated executive representative of the Employer and to the President of the Local Union.

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

Recommendation

Any recommendation of the committee must be approved by a majority, including at least one (1) representative of the Union and the Employer. Unanimous recommendation of the committee **may** be rejected by the Employer or the Union. In such cases the rejecting party shall provide written reasons to the committee for such rejections.

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.

Central Bargaining CommitteeUnion 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.

Pay for Grievance Committee or Stewards

A member of the grievance committee or a steward, after first obtaining permission from his supervisor, will be permitted at reasonable times during working hours to leave his regular duties for short intervals to perform such functions as are properly provided under this Agreement. No steward shall leave his work without first obtaining permission of his supervisor, which permission shall be given within the hour. When returning to his regular duties such employee shall so notify his supervisor. Such employee will be compensated for this time so taken when it is during the employee's regular working hours on the premises of the Employer. The Employer reserves the right to withhold payment when more than a reasonable amount of time is so taken.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged

to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance **was** presented to him. **Failing** settlement, then:

Step No. 2

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

Step No. 3

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

7.04 A complaint or grievance arising directly between the Hospital **and** the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

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

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

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

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

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

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement,
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with **such** time limits except by the written agreement of the parties, shall result in the grievance being **deemed** to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board **is** referred to **in the** Agreement, **the** parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 - ACCESS TO FILE

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 Human Resources or designate. **An** employee **has** the right to request **copies** of any evaluations in this file.

8.02 Clearing the Record

No written notice of censure shall be maintained in an employee's file for more than twelve (12) months provided no similar offence was committed within 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 will accumulate seniority on the basis of **one** (1) year's seniority for each 1725 hours worked in the bargaining unit from 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;
- (g) is absent due to illness or disability for a period of twenty four (24) months from the time the disability or illness commenced.

9.04 Job Posting

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.
- (c) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (d) 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 the Article, and selection shall be made in accordance with this Article.
- (e) 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.
- (f) There shall be only one (1) posting with respect to each vacancy.
- (g) The Employer is not required to consider an employee who has been granted a request for a transfer in the previous six (6) months.

- (h) The notice of vacancy shall contain the following: nature of position, required qualifications, ability and skills, the shift and the salary classification.

9.05 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to August 12, 1985:

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding 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 calendar months he shall accumulate seniority during the period of time outside the bargaining unit,

NOTE: Employees outside the bargaining unit **as** of August 12, 1985 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 August 12, 1985.

Effective April 5, 1988 and for employees who transfer subsequent to April 5th, 1988:

For application of seniority for purposes of promotion, demotion, transfer, layoff, recall, 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 credits 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 by the Hospital to the position formerly occupied without **loss** of seniority.

9.06 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**.

9.07 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 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.

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

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

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

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.

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 Executive Director 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

Leave of Absence without pay and without loss of seniority shall be granted to employees who have been elected or appointed to represent the Union at seminars and conventions provided:

- a) such leaves do not interfere in the efficient operation of the institution;
- b) the total aggregate time shall not exceed seventy-five (75) working days in the contract year;
- c) not more than one (1) employee is to be from any one unit and not more than five (5) employees can be from any one department;
- d) such requests are to be made at **least four (4)** weeks in advance in the case of conventions and **two (2)** weeks in advance in the case of seminars;

12.03 Bereavement

In the case of death in the immediate family (defined as spouse, children, mother, father, legal guardian, brother, sister, grandchildren, grandparents, mother-in-law, father-in-law), an employee who has acquired seniority will be allowed up to three (3) consecutive days off work without loss of pay to make arrangements for or to attend the funeral.

Fay for bereavement leave shall be based on time lost from regularly scheduled tour(s) which would otherwise be worked. Payment for such day or days off will be confined to the period from the date of death up to and including the date of the funeral.

If an employee is unable to attend the funeral for any reasons he shall be entitled to one day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.

12.04 Jury & Witness Duty

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

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

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

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

12.05 Maternity Leave

01. Maternity leave will be granted in accordance **with** the provision of the Employment Standards Act 1974, except where amended in this provision.
02. The service requirement for eligibility for maternity leave shall be 10 months of continuous service.
03. 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.

04. An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payments 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.
05. 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.
06. When maternity leave is granted by the Hospital, an employee ~~who is granted~~ such leave shall not lose her seniority and ~~sahli~~ accumulate seniority on the basis of what her normal regular hours of work **would** have been.
07. 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**.

12.06 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.

- (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 of 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.

12.07 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 upgrading course or seminar related to employment with the Hospital.

ARTICLE 13 • INJURY & DISABILITY

13.01 Injury Pay

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

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 & Weekly Hours of Work

The standard work day for all employees shall be 7 1/2 hours exclusive of 1/2 hour unpaid meal break, and the standard work week shall be 37 1/2 hours. The meal period shall be an uninterrupted period except in cases of emergency. It is understood however, that this shall not be, or construed to be, a guarantee as to the hours of work per day or as to the hours per week nor as a guarantee of working schedules, and some employees may be scheduled to work less than 24 hours **per** week.

14.02 Rest Periods

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

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

Any approved hours worked by an employee in addition to working seven and one half (7 1/2) hours in any one (1) day or in a two (2) week seventy-five (75) hours period shall be paid at time and one half of the employee's regular straight time hourly 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 Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

15.05 Reporting Pay.

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

An employee who is called in and required outside his regular working hours shall be paid one and one-half (1 1/2) times his straight time hourly rate for all hours worked on a call-back with a minimum of payment equivalent to three (3) hours pay at one and one-half (1 1/2) times the regular straight time hourly rate.

15.07 Standby

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

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

15.08 Temporary Transfer

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

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half 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 (45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

ARTICLE 16 - HOLIDAYS

16.01 Number of Holidays

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

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

16.02 Payment for Working on a Holiday

- (a) For purposes of clarification all holidays listed in the Local Appendix except Dominion Day, Remembrance Day, Christmas Day, Boxing Day, and New Year's Day, will be observed on the proclaimed day and employees working on these days will receive time and one-half (1 1/2) their regular hourly rate for all hours worked.
- (b) The five (5) holidays listed in this Article will be observed on the day on which they fall and employees working on that day shall receive time and one-half (1 1/2) their regular hourly rate for all hours worked plus another day off with pay.

16.03. Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 Full-Time Entitlement, Qualifiers and Calculation of Payment

Effective the date of the signing of the collective agreement and subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior conditions, vacation entitlement shall be as follows:

An employee who has completed less than **1725** hours service as of July 1st shall be entitled to **two (2)** weeks annual vacation prorated in accordance with his/her hours of service. Vacation pay shall be 4% of earnings.

An employee who has completed 1725 hours but **less** than **3450** hours service **as** of July 1st shall be entitled to two (2) weeks annual vacation and 4% of vacation pay.

An employee who has completed 3450 hours but less than 10,350 hours service as of July 1st shall be entitled to three (3) weeks annual vacation and 6% vacation pay.

An employee who has completed 10,350 hours but less than 27,600 hours service as of July 1st shall be entitled to four (4) weeks annual vacation and 8% vacation pay.

An employee who has completed 27,600 or more hours service as of July 1st shall be entitled to five (5) weeks annual vacation and 10% vacation pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay.

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 - HEALTH & WELFARE

1 Insured Benefits

A part time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise,

including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 19 - HEALTH & 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 representatives(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 Progression on the Wage Grid

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.

20.04 Wages and Classification Premiums

The wages are as shown in the schedule at the end of this Collective Agreement.

The wage schedule will provide for a "start rate" and a "maximum rate" where applicable. The "maximum rate" should be achieved after twelve (12) months of service with the Employer.

The Employer may hire a new employee at a higher rate than the starting rate set out herein where the Employer considers previous experience relative to the job to be filled. For each two (2) years of related service credit, one (1) year of service credit may be granted.

Service credit is defined as the time granted for recent and related experience.

ARTICLE 21 - DURATION



21.01 Term

This Collective Agreement shall expire September 28, 1989.

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

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subject 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 Scarborough, Ontario, this 21st day of June 1989.

FOR THE LOCAL UNION

FOR THE HOSPITAL

Jessamine McKinnon
Brunley Jackson
Dad Karhonen

W.A. [unclear]
Sr. A. Lacroix
Veluz
J. Boynton

The parties agree that:

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

may be matters for discussion at Labour Management meetings.

The parties will meet, at the request of either management or the Union, within ninety (90) days of the signing of this Collective Agreement to discuss these matters.

APPENDIX OF LOCAL ISSUES

between

PROVIDENCE VILLA AND HOSPITAL
(hereinafter called the "Hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1590

PART TIME UNIT

(hereinafter called the "Union")

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A. MANAGEMENT RIGHTS

- A.1 The Union recognizes that the Management of the Villa and of Hospital and the direction of working forces are fixed exclusively with the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, assign, retire in accordance with the retirement policy, discharge, direct, classify, transfer, promote, demote, lay-off, recall, and suspend and otherwise discipline employees, provided that if an employee claims he has been discharged or disciplined without just cause, he may file a grievance in accordance with the grievance procedure;
 - c) establish, alter and enforce reasonable rules and regulations to be observed by the employee;
 - d) determine the kind and location of machines and equipment to be used, the allocation and number of employees required from time to time, the services to be performed, and all other rights and responsibilities of Management not specifically modified elsewhere in this Agreement.
- A.2 Without limiting the generality of the foregoing provisions, it is expressly **understood and agreed** that **breach of** any of the Employer's rules or regulations, a copy of which shall be given to the Union, or any of the provisions of the Agreement shall be deemed to be sufficient cause for discipline of an employee, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.
- A.3 The Employer will not exercise its rights in a manner inconsistent with the provisions of the Agreement.

B. RECOGNITION

- B.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees at Providence Villa and Providence Hospital in the Municipality of Metropolitan Toronto 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, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, undergraduate dietitians, student dietitians, technical personnel, office and clerical staff and persons in bargaining units for which any trade union held bargaining rights as of February 2, 1988.

B.2 It is agreed that the term "technical personnel" shall include physiotherapists, occupational therapists, speech language pathologists, recreology therapists, psychologist, electro-encephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.

C. UNION DEDUCTIONS

C.1 Each employee covered by this Agreement with the bargaining unit shall authorize the Employer in writing, on a form approved by the Employer, to deduct from their wages an amount equal to the dues regularly assessed by the Union in accordance with its Constitution and By-Laws. The first deduction shall be made in the month next following the month in which the employee is hired.

C.2 Deductions from seniority employees in the bargaining unit shall be forwarded to the Financial Secretary of Local 1590, fourteen (14) days after the deductions are made and accompanied by a list of all employees from whom deductions have been made. The Employer will advise the Union of the change of name and any changes of address of an employee reported to the Employer. The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deduction and payment.

CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEES

Local Bargaining Committee

The Employer will recognize a negotiating committee of five (5) **CUPE** employees of the Employer.

Grievance Committee

The Employer will recognize a Union Grievance Committee of not more than three (3) full time employees.

SENIORITY LIST

The Employer shall maintain a seniority list. **An** up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year.

The recognition of seniority in Article 9 does not in any way indicate the recognition of the Union's claim to any positions other than those listed in the wage scale attached to and as part of this Collective Agreement.

F. SCHEDULING

- F.1 There shall be no scheduling of split tours.
- F.2 Employees shall be allowed to trade their days off with another employee of his own classification in the same unit or section so long as this exchanging of days off does not cost the Employer a higher rate of pay. Such mutual exchanging of days off must be authorized by the Employer and no premium rates will be paid for this exchange of time. Such mutual exchange must be in writing and subject to the approval of the supervisor, which approval shall not be unreasonably denied.
- F.3 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. No change will be made to these schedules without consulting the employee concerned.
- F.4 There shall be no less than two (2) consecutive tours off between shifts. However, if an employee has less than two (2) consecutive tours off between shifts, he shall be paid time and one half for all hours worked in the period that is less than two (2) tours when such hours **worked** are at the Employer's request.
- F.5 An employee who is unable to report for work shall notify his department supervisor or alternative at least two (2) hours prior to the hour that he is due to report for work.
- F.6 **Wherever possible overtime work shall be distributed** equally among those employees who normally and regularly perform the work available.
- F.7 The Employer shall endeavour to equitably distribute tours of duty within classifications over a posted time schedule. One weekend off in four(4) will be scheduled unless the employee waives this right.

G. UNIFORM ALLOWANCE

It is mutually agreed that where the Employer requires uniforms to be worn they shall be supplied, repaired and laundered by the Employer. The number of uniforms to be supplied shall be at the discretion of the Employer.

Employees who are required by the Employer to wear uniforms but who do not presently receive uniforms from the Employer, will be paid a Uniform Allowance of two dollars and seventy five cents (\$2.75) per month effective date of ratification of memorandum of agreement. This monthly two dollars and seventy five cents (\$2.75) Uniform Allowance shall be in lieu of the Employer's obligation to supply, repair and launder such uniforms.

The Uniform Allowance shall be paid at the completion of each month of service.

H. QUALIFIERS FOR HOLIDAYS AND DESIGNATION OF SPECIFIC HOLIDAYS

H.1 Statutory Holidays

All employees shall receive the following holidays with pay and the Employer agrees to make every effort to provide equitable distribution of Statutory Holidays off:

New Year's Day	Labour Day
Thanksgiving Day	Good Friday
Victoria Day	Canada Day
Remembrance Day	Civic Holiday
Second Monday of February	Christmas Day
Boxing Day	

H.2 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and employee.

H.3 The Employer will endeavour to schedule so that every employee will have either Christmas Day or New Year's Day as a day off. Where the employee is required to **work**, he/she will be granted, on the basis of seniority in his/her unit or section either Christmas or New Year's Day off.

I. BULLETIN BOARDS

The Employer will provide bulletin board space for the purpose of posting notices regarding meetings **and** other matters restricted to Union activities. All such notices must contain a date that they may be posted and a date they are to be removed from the bulletin board. All such notices must be signed by a member of the Union Executive and be submitted to and signed by the Director of Human Resources prior to being posted.

J. COMMUNICATION TO UNION

J.1 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources and the Recording Secretary of the Union.

J.2 The Recording Secretary of the Union will notify the Employer of any changes in the officers and/or stewards of Local 1590. Representatives will not be recognized by the Employer until this notification has been received by the Director of Human Resources.

K. VACATION ADMINISTRATION PROVISIONS

K.1 For the purpose of calculating vacations and eligibility, the vacation year shall be from July 1 of any year to June 30 of the following year.

K.2 Seniority shall be the governing factor for the granting of vacation time. Such seniority shall only apply within the unit or section in which the employee works.

K.3 Vacations shall be from Monday to Sunday for each week of vacation entitlement.

L. PAY DAY

The Employer shall pay wages every two (2) weeks on Fridays during working hours in accordance with schedules attached hereto and forming part of this Agreement. Upon each pay day each employee shall be provided with an itemized statement of his wage hours and deductions.

M. MISCELLANEOUS

M.1 A copy of this Collective Agreement shall be issued by the Employer to each CUPE. employee. The cost of preparing such copies will be shared equally by the Employer and the Union.

M.2 Admissions signed by an employee may be used against him provided the admission was signed freely and with full knowledge of the document. The signature of a Union representative on the admission shall be proof of the voluntary signature of the employee.

M.3 Wherever the singular is used in the Agreement it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

N. DISABLED EMPLOYEES

Any employee who, by reason of advancing years or temporary disablement, is no longer capable of performing the normal requirements of his particular work will be given any available light work at the rate of pay applicable to the said light **work**. This will apply only to the positions listed in the wage categories attached to this Collective Agreement.

O. CLASSIFICATION AND WAGE RATES

	<u>APRIL 4, 1988</u>			<u>OCTOBER 3, 1988</u>			<u>APRIL 3, 1989</u>		
	<u>START</u>	<u>500 HRS</u>	<u>2000 HRS</u>	<u>START</u>	<u>500 HRS</u>	<u>2000 HRS</u>	<u>START</u>	<u>500 HRS</u>	<u>1725 H</u>
<u>FOOD SERVICES</u>									
General Dietary Staff	9.77	10.47	10.82	10.42	10.99	11.28	11.06	11.51	11.74
<u>LINEN SERVICES</u>									
General Linen Staff	9.77	10.47	10.82	10.42	10.99	11.28	11.06	11.51	11.74
<u>NURSING</u>									
R.N.A	10.65	11.38	11.74	11.35	11.95	12.25	12.04	12.51	12.75
Nursing Assistant	9.92	10.61	10.96	10.57	11.14	11.43	11.21	11.67	11.90
Nurse Aide	9.77	10.47	10.82	10.42	10.99	11.28	11.06	11.51	11.74
CSR Assistant	9.92	10.61	10.96	10.57	11.14	11.43	11.21	11.67	11.90
<u>RECREOLOGY</u>									
Recreology Assistant II	9.85	10.55	10.90	10.53	11.11	11.40	11.21	11.67	11.90
Recreology Assistant I	-	-	-	-	-	-	8.00	-	8.60
<u>MAINTENANCE</u>									
General Service Staff	9.77	10.47	10.82	10.42	10.99	11.28	11.06	11.51	11.74
<u>HOUSEKEEPING</u>									
Ward Aide	9.77	10.47	10.82	10.42	10.99	11.28	11.06	11.51	11.74

P. LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING

Providence Villa and Providence Hospital and Canadian Union of Public Employees and its local #1590 agree that employees who have their day off scheduled on a regular pay day may request, by noon hour of the Thursday previous to pay day, that their **pay** cheques will be available to them at the regular locations between the hours of 1500 and 1530 on that Thursday.

LETTER OF UNDERSTANDING

The current practice for distribution of pay cheques for other employees will continue. Circumstances beyond the control of the Employer **would** be the only deterrent to this understanding.

Dated at Scarborough, Ontario this *24* & day of *June*, 1989.

FOR THE LOCAL UNION

Josephine McKinnon
Bruceley Jackson
Doreen Lawlor

FOR THE HOSPITAL

William [unclear]
St A. Laroche
W. [unclear]
Boyle
