

COLLECTIVE AGREEMENT

SOURCE	Centre
EST. 5	91/09/29
TERM.	93/09/28
NO. OF EMPLOYEES	290
NOMBRE D'EMPLOYÉS	285

Between

PROVIDENCE CENTRE

PART-TIME

And

CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 1590

EXPIRY 11 1994

Expiry Date: September 28, 1993

0864603

PART-TIME

COLLECTIVE AGREEMENT

between

PROVIDENCE CENTRE

(hereinafter called the "Hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1590

Expires: September 28, 1993

Please note the areas which have been

highlighted in **bold** reflect

any additions or changes to the last agreement.

(i)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 1 -	PREAMBLE	1
1.01	Preamble	1
1.02	Feminine/Masculine Pronouns	1
ARTICLE 2 -	DEFINITIONS	1
2.01	Temporary Employee	1
2.02	Part-Time Commitment	2
ARTICLE 3 -	RELATIONSHIP	2
3.01	No Discrimination	2
ARTICLE 4 -	STRIKES & LOCKOUTS	2
ARTICLE 5 -	UNION SECURITY	2
5.01	T4 Slips	2
5.02	Notification to Union	3
5.03	Employee Interview	3
5.04	No Other Agreements	3
ARTICLE 6 -	UNION REPRESENTATION & COMMITTEES	3
6.01	Union Activity on Premises and/or Access to Premises	3
6.02	Labour-Management Committee	3
6.03	Local Bargaining Committee	4
6.04	Central Bargaining Committee	5
6.05	Union Stewards	5
6.06	Grievance Committee	6
ARTICLE 7 -	GRIEVANCE & ARBITRATION PROCEDURE	6
ARTICLE 8 -	ACCESS TO FILES	10
8.01	Access to Personnel File	10
8.02	Clearing of Record	10

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 9 -	SENIORITY	10
9.01	Probationary Period	10
9.02	Definition of Seniority	11
9.03	Loss of Seniority	11
9.04	Job Posting	11
9.05	Transfer & Seniority Outside the Bargaining Unit	13
9.06	Transfer of Seniority & Service	14
9.07	Notice and Redeployment Committee	14
9.08	Layoff and Recall	17
9.09	Retraining	19
9.10	Separation Allowances	20
9.11	Portability of Service	21
9.12	Technological Change	21
ARTICLE 10 -	CONTRACTING OUT	22
10.01	Contracting Out	22
10.02	Contracting In	22
ARTICLE 11 -	WORK OF THE BARGAINING UNIT	22
11.01	Work of the Bargaining Unit	22
11.02	Volunteers	22
ARTICLE 12 -	LEAVES OF ABSENCE	23
12.01	Personal Leave	23
12.02	Union Business	23
12.03 (a)	Full-Time Position with the Union	23
12.03 (b)	Leave for OCHU President	24
12.04	Bereavement Leave	24
12.05	Jury & Witness Duty	25
12.06	Pregnancy Leave	25
12.07	Parental Leave	27
12.08	Education Leave	29
12.09	Pre-Paid Leave Plan	29
ARTICLE 13 -	INJURY & DISABILITY	31
13.01	Injury Pay	31

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE 13 -	INJURY & DISABILITY (Continued)	
13.02	Payroll Deduction for Union Sponsored LTD Plan	31
ARTICLE 14 -	HOURS OF WORK	31
14.01	Daily & Weekly Hours of Work	31
14.02	Rest Periods	32
14.03	Additional Rest Periods	32
ARTICLE 15 -	PREMIUM PAYMENT	32
15.01	Definition of Regular Straight Time Rate of Pay	32
15.02	Definition of Overtime	32
15.03	Overtime Premium & No Pyramiding	32
15.04	Time Off in Lieu of Overtime	32
15.05	Reporting Pay	33
15.06	Call-Back	33
15.07	Standby	33
15.08	Temporary Transfer	33
15.09	Shift and Weekend Premium	34
ARTICLE 16 -	HOLIDAYS	34
16.01	Payment for Working on a Holiday	34
16.02	Payment for Working Overtime on a Holiday	34
ARTICLE 17 -	VACATIONS	34
17.01	Part-Time Vacation Entitlement. Qualifiers & Calculation of Payment	34
17.02	Work During Vacation	34
ARTICLE 18 -	BENEFITS FOR PART-TIME EMPLOYEES	35
18.01	Benefits for Part-Time Employees	35
18.02	Retirement Allowance	35

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
ARTICLE 19 • COMPENSATION	35
19.01 Job Classification	35
19.02 Promotion to a Higher Classification	36
19.03 Wages & Classification Premiums	37
19.04 Progression on the Wage Grid	41
ARTICLE 20 • DURATION	41
20.01 TERM	41
20.02 CENTRAL BARGAINING	41
SIGNING PAGE	43
APPENDIX OF LOCAL ISSUES	44

ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

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

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

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

2.02 - Part-Time Commitment

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

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management

Committee Meeting during the term of this Agreement, the following shall apply.

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

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

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

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

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 - Local Bargaining Committee

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

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

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

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

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

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor,

A Union steward shall suffer **no loss** of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

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

6.06 - Grievance Committee

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

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

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his

immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1.

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

Step No. 2

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

Step No. 3

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

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly

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

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

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

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

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

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

postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

- 7.08 All agreements reached under the Grievance Procedure between the representatives **of** the Hospital and the representatives of the Union **will** be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act,

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

ARTICLE 8 - ACCESS TO FILES

8.01 - Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Employment Services 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 (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 (45) of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period ~~he~~ shall ~~be~~ credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

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

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

9.03 - Loss of Seniority

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

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

9.04 - Job Posting

- (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.

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.

- (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 this 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) 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.
- (g) It is agreed between the Employer and the Union that no outside advertisement for a vacancy within the bargaining unit shall be placed until the applications of the present employees who have applied for the vacancy have been processed.
- (h) There shall be only one (1) posting with respect to each vacancy.
- (i) If a further opening in this job classification occurs within a period of sixty (60) working days following the posting of a vacancy in the same job classification, posting of the vacancy as noted shall not be required

but all applicants with the appropriate qualifications for the previously posted position shall be considered as applicants for this new vacancy.

- (j) The Employer is not required to consider an employee who has been granted a request for a transfer in the previous six (6) months.
- (k) The notice of vacancy shall contain the following: nature of position, required qualifications, ability and skills, the shift and salary classification.
- (l) The Employer shall have the right to make a temporary appointment until the 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.
- (m) It is agreed that the Employer has the right to fill temporary vacancies as stated elsewhere in the contract. Without nullifying these provisions, the Employer shall consider the following principles:
 - i) Temporary vacancies, the duration of which is not expected to exceed four (4) months and which are expected to be filled by temporary employees, will not be posted.
 - ii) In cases of maternity leave, the entire length of such absence shall be considered as a temporary vacancy.

9.05 - Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to April 15, 1988:

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

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

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

9.06 - Transfer of Seniority and Service

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

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

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

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

9.07 - Notice and Redeployment Committee

- (a) Notice

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

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.

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

(b) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

off, in order of seniority if, with the benefit of up to **six (6)** months retraining, an employee has become able to meet the normal requirements of the job.

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

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in

staffing to the Hospital's Chief Executive Officer and to **the** Board of Directors.

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

9.08 - Layoff and Recall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 9.09 - Retraining(a) Retraining for Positions within the Hospital

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

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

(b) Placement

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

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

(c) **Regional Redeployment Committee**

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

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

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

Article 9.10 - Separation Allowances

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

Article 9.11 - Portability of Service

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

9.12 - Technological Change

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

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

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

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

ARTICLE 10 - CONTRACTING OUT10.01 - Contracting Out

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

10.02 - Contracting In

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

ARTICLE 11 - WORK OF THE BARGAINING UNIT11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

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

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

ARTICLE 12 - LEAVES OF ABSENCE12.01 - Personal Leave

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

12.02 - Union Business

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

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

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

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

12.03(a) Full-Time Position with the Union

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

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

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

12.03(h) - Leave for OCHU President

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

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

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

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

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave

with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 - Jury & Witness Duty

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

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

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

12.06 - Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

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

- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental

Unemployment Benefit Plan with the Unemployment Insurance Commission.

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

12.07 - Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided

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

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

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

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

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

12.08 - Education Leave

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

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

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

12.09 - Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Employer's Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of Withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

- (m) Final approval for entry into the **pre-paid** leave program will be subject to the employee entering **into a** formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) **A** statement that the employee **is entering** the **pre-paid** leave program in accordance with this Article **of** the **collective agreement**.
 - (ii) The period of salary deferral and the period for **which** the leave **is** requested.
 - (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - INJURY & DISABILITY

13.01 Injury Pay

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

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 7½ hours exclusive of ½ hour unpaid meal break, and the standard work week shall be 37½ 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

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3¾) hours of work.

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Any approved hours worked by an employee in addition to working seven and one half (7½) 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 straight time hourly rate.

15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1½) 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. Part-time employees scheduled to work less than seven and one-half (7½) hours per day will receive a pro-rated amount of reporting pay.

15.06 - Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1½) their regular hourly earnings. Superior provisions shall remain.

15.07 - Standby

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

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

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (½) 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 (½) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 - Shift and Weekend Premium

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

ARTICLE 16 - HOLIDAYS

16.01 - Payment for Working on a Holiday

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

16.02 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

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

Progression on Vacation Schedule (Part-Time)

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

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

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours ~~so~~ worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES18.01 - Benefits for Part-Time Employees

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

Article 18.02 - Retirement Allowance

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

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

ARTICLE 19 - COMPENSATION**19.01 - Job Classification**

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

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

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

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

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

19.02 - 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).

19.03 - Wages and Classification Premiums

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 as 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.

EFFECTIVE SEPTEMBER 29, 1991

<u>FOOD SERVICES</u>	<u>START</u>	<u>MAXIMUM</u>
LEAD CHEF	15.89	16.18
BAKER	N/A	15.45
ASSISTANT CHEF	14.55	15.28
COOK	14.25	14.82
ASSISTANT COOK	13.16	13.95
GENERAL DIETARY STAFF	12.91	13.71
BAKESHOP AIDE/SALAD AREA AIDE	13.71	14.41
STOCKKEEPER	13.77	14.17
STORESPERSON	14.95	15.37
<u>LINEN SERVICES</u>		
WASH PERSON	13.71	14.65
PRESS OPERATOR	13.09	13.88
GENERAL LAUNDRY STAFF	12.91	13.71
SEAMSTRESS	13.09	13.90
<u>NURSING</u>		
R.N.A.	14.85	15.68
NURSING ASSISTANT	13.53	14.33
CSR ASSISTANT	13.77	14.17
<u>MAINTENANCE</u>		
LICENCED MILLWRIGHT	16.81	17.65
MAINTENANCE BRICKLAYER	16.81	17.65
MAINTENANCE CARPENTER	16.81	17.65
GENERAL MAINTENANCE	15.14	16.07
GENERAL SERVICE STAFF	12.91	13.71
MAINTENANCE TECHNICIAN	18.90	19.85
ELECTRICAL/ELECTRONICS TECHNICIAN	18.90	19.85
INTENANCE PAINTER	16.81	17.65
<u>RECEIVING AND STORES</u>		
STORESPERSON	14.95	15.37
RECEIVER	14.95	15.37
<u>HOUSEKEEPING</u>		
HOUSEKEEPING AIDE	12.91	13.71
TRANSPORT AIDE	12.91	13.71
WARD AIDE	13.09	13.90
<u>REHABILITATION</u>		
REHABILITATION ASSISTANT II	13.89	14.24
REHABILITATION ASSISTANT I	13.77	14.17
WHEELCHAIR MAINTENANCE TECHNICIAN	15.14	16.07
<u>COMMUNICATIONS</u>		
MAIL CLERK	13.09	13.90
<u>PURCHASING</u>		
PRINTER	13.09	13.90
<u>RECREATION & CREATIVE ARTS</u>		
RECREATION ASSISTANT II	14.25	14.82
RECREATION ASSISTANT I	13.16	13.87

EFFECTIVE JANUARY 8, 1992 (PAY EQUITY ADJUSTMENTS)

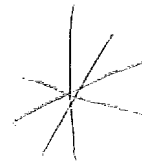
<u>FOOD SERVICES</u>	<u>START</u>	<u>MAXIMUM</u>
LEAD CHEF	15.89	16.18
BAKER	N/A	15.45
ASSISTANT CHEF	14.55	15.28
COOK	14.25	14.82
ASSISTANT COOK	13.16	13.95
GENERAL DIETARY STAFF	12.91	13.71
BAKESHOP AIDE/SALAD AREA AIDE	13.71	14.41
STOCKKEEPER	13.77	14.17
STORESPERSON	14.95	15.37
<u>LINEN SERVICES</u>		
WASH PERSON	13.71	14.65
PRESS OPERATOR	13.09	13.89
GENERAL LAUNDRY STAFF	12.91	13.71
SEAMSTRESS	13.09	13.90
<u>NURSING</u>		
R.N.A.	15.27	16.10
NURSING ASSISTANT	13.88	14.68
CSR ASSISTANT	13.77	14.17
<u>MAINTENANCE</u>		
LICENCED MILLWRIGHT	16.81	17.65
MAINTENANCE BRICKLAYER	16.81	17.65
MAINTENANCE CARPENTER	16.81	17.65
GENERAL MAINTENANCE	15.14	16.07
GENERAL SERVICE STAFF	12.91	13.71
MAINTENANCE TECHNICIAN	18.90	19.85
ELECTRICAL/ELECTRONICS TECHNICIAN	18.90	19.85
MAINTENANCE PAINTER	16.81	17.65
<u>RECEIVING AND STORES</u>		
STORESPERSON	14.95	15.37
RECEIVER	14.95	15.37
<u>HOUSEKEEPING</u>		
HOUSEKEEPING AIDE	12.91	13.71
TRANSPORT AIDE	12.91	13.71
WARD AIDE	13.09	13.90
<u>REHABILITATION</u>		
REHABILITATION ASSISTANT II	13.89	14.24
REHABILITATION ASSISTANT I	13.77	14.17
WHEELCHAIR MAINTENANCE TECHNICIAN	15.14	16.07
<u>COMMUNICATIONS</u>		
MAIL CLERK	13.09	13.90
<u>PURCHASING</u>		
PRINTER	13.09	13.90
<u>RECREATION & CREATIVE ARTS</u>		
RECREATION ASSISTANT II	14.25	14.82
RECREATION ASSISTANT I	13.16	13.87

EFFECTIVE SEPTEMBER 29, 1992

<u>FOOD SERVICES</u>	<u>START</u>	<u>MAXIMUM</u>
LEAD CHEF	16.21	16.50
BAKER	N/A	15.76
ASSISTANT CHEF	14.84	15.59
COOK	14.54	15.12
ASSISTANT COOK	13.42	14.23
GENERAL DIETARY STAFF	13.17	13.98
BAKESHOP AIDE/SALAD AREA AIDE	13.98	14.70
STOCKKEEPER	14.05	14.45
STORESPERSON	15.25	15.68
<u>LINEN SERVICES</u>		
WASH PERSON	13.98	14.94
PRESS OPERATOR	13.35	14.16
GENERAL LAUNDRY STAFF	13.17	13.98
SEAMSTRESS	13.35	14.18
<u>NURSING</u>		
R.N.A.	15.58	16.42
NURSING ASSISTANT	14.16	14.97
CSR ASSISTANT	14.05	14.45
<u>MAINTENANCE</u>		
LICENCED MILLWRIGHT	17.15	18.00
MAINTENANCE BRICKLAYER	17.15	18.00
MAINTENANCE CARPENTER	17.15	18.00
GENERAL MAINTENANCE	15.44	16.39
GENERAL SERVICE STAFF	13.17	13.98
MAINTENANCE TECHNICIAN	19.28	20.25
ELECTRICAL/ELECTRONICS TECHNICIAN	19.28	20.25
MAINTENANCE PAINTER	17.15	18.00
<u>RECEIVING AND STORES</u>		
STORESPERSON	15.25	15.68
RECEIVER	15.25	15.68
<u>HOUSEKEEPING</u>		
HOUSEKEEPING AIDE	13.17	13.98
TRANSPORT AIDE	13.17	13.98
WARD AIDE	13.35	14.18
<u>REHABILITATION</u>		
REHABILITATION ASSISTANT II	14.17	14.52
REHABILITATION ASSISTANT I	14.05	14.45
WHEELCHAIR MAINTENANCE TECHNICIAN	15.44	16.39
<u>COMMUNICATIONS</u>		
MAIL CLERK	13.35	14.18
<u>PURCHASING</u>		
PRINTER	13.35	14.18
<u>RECREATION & CREATIVE ARTS</u>		
RECREATION ASSISTANT II	14.54	15.12
RECREATION ASSISTANT I	13.42	14.15

EFFECTIVE JANUARY 1, 1993 (PAY EQUITY ADJUSTMENTS)

<u>FOOD SERVICES</u>	<u>START</u>	<u>MAXIMUM</u>
LEAD CHEF	16.21	16.50
BAKER	N/A	15.76
ASSISTANT CHEF	14.64	15.59
COOK	14.54	15.12
ASSISTANT COOK	13.42	14.23
GENERAL DIETARY STAFF	13.17	13.98
BAKESHOP AIDE/SALAD AREA AIDE	13.98	14.70
STOCKKEEPER	14.05	14.45
STORESPERSON	15.25	15.68
<u>LINEN SERVICES</u>		
WASH PERSON	13.98	14.94
PRESS OPERATOR	13.35	14.16
GENERAL LAUNDRY STAFF	13.17	13.98
SEAMSTRESS	13.35	14.18
<u>NURSING</u>		
R.N.A.	16.23	17.07
NURSING ASSISTANT	14.54	15.12
CSR ASSISTANT	14.05	14.45
<u>MAINTENANCE</u>		
LICENCED MILLWRIGHT	17.15	18.00
MAINTENANCE BRICKLAYER	17.15	18.00
MAINTENANCE CARPENTER	17.15	18.00
GENERAL MAINTENANCE	15.44	16.39
GENERAL SERVICE STAFF	13.17	13.98
MAINTENANCE TECHNICIAN	19.28	20.25
ELECTRICAL/ELECTRONICS TECHNICIAN	19.28	20.25
MAINTENANCE PAINTER	17.15	18.00
<u>RECEIVING AND STORES</u>		
STORESPERSON	15.25	15.68
RECEIVER	15.25	15.68
<u>HOUSEKEEPING</u>		
HOUSEKEEPING AIDE	13.17	13.98
THANSPORT AIDE	13.17	13.98
WARD AIDE	13.35	14.18
<u>REHABILITATION</u>		
REHABILITATION ASSISTANT II	14.17	14.52
REHABILITATION ASSISTANT I	14.05	14.45
WHEELCHAIR MAINTENANCE TECHNICIAN	15.44	16.39
<u>COMMUNICATIONS</u>		
MAIL CLERK	13.35	14.18
<u>PURCHASING</u>		
PRINTER	13.35	14.18
<u>RECREATION & CREATIVE ARTS</u>		
RECREATION ASSISTANT II	14.54	15.12
RECREATION ASSISTANT I	13.42	14.15

19.04 - Progression on the Wage Grid

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

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

ARTICLE 20 - DURATION20.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days **prior** to the termination date of September 28, 1993. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

20.02 - Central Bargaining

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

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

Dated at Scarborough, Ontario, this 11th day of April 1994.

FOR THE LOCAL UNION

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE HOSPITAL

[Signature]
[Signature]

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject *to* any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Transfer to Lower Paying Classifications
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

PART TIME

LOCAL AGREEMENT

between

PROVIDENCE CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1590

September 29, 1991 - September 28, 1993

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
ARTICLE A	MANAGEMENT RIGHTS	L-1
ARTICLE B	RECOGNITION.	L-1
ARTICLE C	UNION DEDUCTIONS	L-2
ARTICLE D	CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEE	L-2
D.1	Local Bargaining Committee	L-2
D.2	Grievance Committee	L-3
ARTICLE E	LEAVE FOR UNION BUSINESS	L-3
ARTICLE F	UNION STEWARDS	L-3
ARTICLE G	SENIORITY LIST	L-3
ARTICLE H	SCHEDULING	L-4
ARTICLE I	UNIFORM ALLOWANCE	L-5
ARTICLE J	QUALIFIERS FOR HOLIDAYS AND DESIGNATION OF SPECIFIC HOLIDAYS	L-5
ARTICLE K	BULLETIN BOARDS	L-5
ARTICLE L	COMMUNICATION TO UNION	L-6
ARTICLE M	VACATION ADMINISTRATION PROVISIONS	L-6
ARTICLE N	PAYDAY	L-6
ARTICLE O	MISCELLANEOUS	L-7
ARTICLE P	OCCUPATIONAL HEALTH AND SAFETY	L-7
P.1	Certification	L-7
P.2	WCB Claims	L-7
P.3	Modified Work,	L-7
SIGNING PAGE	L-9
LETTER OF UNDERSTANDING	L-10

A. MANAGEMENT RIGHTS

A.1 The Union recognizes that the Management of Providence Centre (the Villa and the 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/she has been discharged or disciplined without just cause, he/she 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 Centre in the Municipality of Metropolitan Toronto regularly employed for not more than (24) hours per week and students

CUPE P/T
LOCAL ISSUES

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, social workers and pastoral care workers, 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 physiotherapist, occupational therapist, speech language pathologist, recreation and creative arts therapist, psychologist, electro-encephalographist, electrical shock therapist, laboratory, radiological, music therapist, chiropodist, pathological and cardiological technician.

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.

D. CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEE

D.1 Local Bargaining Committee

The Employer will recognize a combined full-time and part-time Negotiating Committee of not more than five (5) CUPE employees from the Employer.

D.2 Grievance Committee

The Employer will recognize a combined full-time and part-time Union Grievance Committee of not more than four (4) CUPE employees from the employer.

E. LEAVE OF UNION BUSINESS

In accordance with Article 12.02, a leave of absence without pay shall be granted for Union business provided:

- a) the total aggregate time shall not exceed seventy-five (75) working days in a calendar year;
- b) not more than one (1) employee is to be away from any one unit or department except by the mutual agreement of the Parties; and
- c) no employee shall be absent for more than five (5) consecutive working days.

F. UNION STEWARDS

Providence Centre agrees to recognize a maximum of seven (7) seniority employees between the full and part time bargaining units.

G. SENIORITY LIST

- G.1 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.
- G.2 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.
- G.3 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.
- G.4 The provisions of Article 9.06 shall apply to employees who transfer after April 4, 1988.

H. SCHEDULING

- H.1 There shall be no scheduling of split tours except by the mutual agreement of the Union and the Employer.
- H.2 Employees shall be allowed to trade their days off with another employee of his/her 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.
- H.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.
- H.4 There shall be no less than two (2) consecutive tours off between shifts on a Nursing Unit. However, if an employee has less than two (2) consecutive tours off between shifts, he/she 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.
- H.5 a) An employee who is working the day or evening shift and who is unable to report for work shall notify his/her supervisor (or alternate) at least two (2) hours prior to the hour that he/she is due to report for work.
- b) An employee who is working the night shift and who is unable to report to work shall notify his/her supervisor (or alternate) at least four (4) hours prior to the hour that he/she is due to report for work.
- H.6 Wherever possible overtime work shall be distributed equally among those employees who normally and regularly perform the work available.
- H.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.

I. UNIFORM ALLOWANCE

- I.1 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.
- I.2 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. 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.
- I.3 Effective September 29, 1992, the uniform allowance will be increased to three dollars and fifty cents (\$3.50) per month.
- I.4 The uniform allowance shall be paid at the completion of each month of service.

J. QUALIFIERS FOR HOLIDAYS AND DESIGNATION OF SPECIFIC HOLIDAYS

- J.1 For the purpose of this agreement, the holidays shall be designated as specified in the local issues appendix of the full time agreement.
- J.2 If a part time employee works on any of the holidays listed in the full time agreement, he/she shall be paid at the rate of time and one-half (1 ½) his/her regular straight time hourly rate for all hours worked on such holiday.
- J.3 Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on a paid holiday, such employee shall receive twice his/her regular straight time hourly rate for such authorized overtime.

K. 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 boards. All such notices must be signed by a member of the Union Executive and be submitted to and signed by the Vice-president of Human Resources (or designate) prior to being posted.

L. COMMUNICATION TO UNION

- L.1 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Vice-president of Human Resources, (or designate) and the Recording Secretary of the Union.
- L.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 Vice-president of Human Resources, (or designate).

M. VACATION ADMINISTRATION PROVISIONS

- M.1 a) Vacation requests must be submitted in writing to the Employer not later than March 15 of each year. Seniority shall be the governing factor for the granting of these vacation time requests.
- b) Vacation schedules must be posted by May 1st of each year and shall not be changed unless it is agreed between the Employer and the employee concerned.

M.2 Vacation shall be from Monday to Sunday for each week of vacation entitlement.

M.3 Parking Credits

Employees who are absent from work while on vacation for three consecutive weeks or longer may apply for a credit for parking charges. Requests shall not be unreasonably denied. Parking passes must be returned to the Employer during the credit period.

N. PAY DAY

- N.1 Effective April 1, 1992, the Employer, through a system of direct deposit, will pay wages every two (2) weeks, on Fridays, in accordance with the schedules forming part of this Agreement.
- N.2 On pay day, each employee shall be provided with an itemized statement of his/her wages, hours and deductions.

O. MISCELLANEOUS

- O.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.
- O.2 Admissions signed by an employee may be used against him/her provided the admissions were 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.
- O.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.

P. OCCUPATIONAL HEALTH & SAFETY

P.1 Certification

- a) A maximum of three (3) Health and Safety representatives from CUPE (representing full and part time) will be trained and certified in accordance with the Occupational Health and Safety Act.
- b) These representatives will be trained at the Union's expense
- c) The Employer agrees that leave with pay shall be granted for this training provided that the training does not exceed one week in duration.

P.2 WCB Claims

Providence Centre agrees to advise a worker when his/her WCB claim is being challenged by the Employer.

P.3 Modified Work

- a) The Employer agrees to invite the Union to meetings where the Employer intends to discuss Modified Work arrangements with the employee and his/her WCB Case Worker.

- b) Any employee who, by reason of advancing years or temporary disablement, is no longer capable of performing the normal requirements of his/her particular work will be given any available light work within his/her capabilities 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.
- c) The parties may mutually agree to waive the provisions of the Article 9:04 - Job Postings ~~of~~ the Collective Agreement so that a permanently disabled employee can be placed in a vacant job without the vacancy being posted. The placement of an employee under this provision will be reviewed at the request of either party.

L-9

CUPE P/T
LOCAL ISSUES

Dated at Scarborough, Ontario this 11th day of Sept, 1992.

FOR THE LOCAL UNION

Don Aggion
Donald Aggion
Donald Aggion

FOR THE HOSPITAL

John Aggion
John Aggion
John Aggion
