

SOURCE	HOSP		
EFF.	89	09	29
TERM.	91	09	28
No. OF EMPLOYEES	64		
NOMBRE D'EMPLOYÉS	64		

PART-TIME

COLLECTIVE AGREEMENT

between

CORNWALL GENERAL HOSPITAL

(hereinafter called the "hospital")

and

CUPE LOCAL 1611

Expires: September 28, 1991

REV 1/1/88

(B)

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*** ARTICLE 1 - PREAMBLE ***

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

*** ARTICLE 2 - DEFINITIONS ***

2.01 - Temporary Employee

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

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

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

2.02 - Part-Time Commitment

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

2.03 - Regular Part-Time Employees

Regular Part-Time - an employee who has made a commitment to the Hospital to be available for work on some pre-determined basis and in respect of whom there is pre-determined scheduling.

2.04 - Casual Part-Time Employee

An employee who works on a relief basis.

***** 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.

(2)

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES (Continued)

6.03 - Local Bargaining Committee (Continued)

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

6.04 Central Bargaining Committee

UNION CENTRAL BARGAINING COMMITTEE LEAVE

In 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 Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the negotiating committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

6.05 - Union Stewards

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

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES (Continued)

6.05 - Union Stewards (Continued)

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 recognise 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 purpose of the 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.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

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 advise 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.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

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 the 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.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

- 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 is 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.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

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

*** ARTICLE 8 - ACCESS TO FILES ***

8.01 - Access to Personnel File

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

8.02 - Letters of Reprimand

The Hospital agrees to destroy all letters of reprimand after two (2) years.

*** ARTICLE 9 - SENIORITY ***

9.01 - Probationary Period

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

With the written consent of the Hospital, the probationary employees 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.

ARTICLE 9 - SENIORITY (Continued)

9.02 - Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis,

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

9.03 - Loss of Seniority

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

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

9.04 - Job Posting

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

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

ARTICLE 9 - SENIORITY (Continued)

9.04 - Job Posting. (Continued)

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

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

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

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

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

9.05 - Transfer of Seniority Outside the Bargaining Unit

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

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

ARTICLE 9 - SENIORITY (Continued)

9.05 - Transfer of Seniority 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 May 22, 1985 and for employees who transfer subsequent to May 22, 1985

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

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

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

9.07 - Notice of Layoff

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

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

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

ARTICLE 9 - SENICRITY (Continued)

9.07 - Notice of Layoff (Continued)

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

9.09 - Technological Change

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

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

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

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

*** ARTICLE 10 - CONTRACTING OUT ***

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

*** ARTICLE 11 - WORK OF THE BARGAINING UNIT ***

11.01 - Work of the Bargaining Unit

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

A ICLE 11 - WORK OF THE BARGAINING UNIT (Continued)

11.02 - Volunteers

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

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

*** ARTICLE 12 - LEAVES OF ABSENCE ***

12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and as 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 fulfil the duties of the position shall be in addition to leave for Union Business under this clause.

ARTICLE 12 - LEAVES OF ABSENCE (Continued)

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

12.03 - (a) Full-Time Position with the Union

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

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

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

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

12.03 - (b) Leave of 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.

ARTICLE 12 LEAVES OF ABSENCE (Continued)

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse, The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital, may, nonetheless, grant a paid bereavement leave.

12.05 - Jury & 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 a 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 - Maternity Leave

01. Maternity leave will be granted in accordance with the provision of the Employment Standards Act 1974, except where amended in this provision.
02. The service requirement for eligibility for maternity leave shall be 10 months of continuous service.
03. The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.

ARTICLE 12 - LEAVES OF ABSENCE (Continued)12.06 - Maternity Leave (Continued)

04. An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
05. The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave,
06. Effective October 20, 1990 credits for service shall accumulate while an employee is on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been,

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

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

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

ARTICLE 12 - LEAVES OF ABSENCE (Continued)

.07 - Adoption Leave

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

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

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

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

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

12.08 - Education Leave

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

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

ARTICLE 12 - LEAVES OF ABSENCE (Continued)

12.08 - Education Leave (Continued)

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

*** ARTICLE 13 - INJURY PAY ***

13.01 - Injury Pay

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

13.02 - Payroll Deduction for Union Sponsored LTD Plan

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have 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 normal daily hours of work shall be seven and one-half (7 1/2) hours per day. Such hours shall be worked in accordance with shift schedules as set out by the Hospital from time to time.

14.02 - Rest Periods

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

14.03 - Additional Rest Periods

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

*** ARTICLE 15 - PREMIUM PAYMENT ***

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Any time worked by an employee in addition to the standard seven and one half (7 1/2) hour work day shall be considered as overtime.

ARTICLE 15 - PREMIUM PAYMENT (Continued)

15.03 - Overtime Premium and No Pyramiding

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

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

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

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

15.06 - Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours of pay at the rate of time and one-half 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 of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job. Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

ARTICLE 15 - PREMIUM PAYMENT (Continued)

15.09 - Shift Premium

Employees shall be paid a shift premium of fort-y-five cents (.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0800 hours.

***** ARTICLE 16 - HOLIDAYS *****

16.01 - a Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.02 - Payment for Working 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

All part-time employees shall be entitled to their vacations as follows:

A part-time employee who has completed one (1) year of continuous employment shall be entitled to two (2) weeks vacation.

All part-time employees who have worked 3450 hours with the Hospital shall receive three (3) weeks vacation.

All part-time employees who have worked 8625 hours with the Hospital shall receive four (4) weeks vacation.

All part-time employees who have worked 25875 hours with the Hospital shall receive five (5) weeks vacation.

All part-time employees who have worked 43125 hours with the Hospital shall receive six (6) weeks vacation.

Vacation Pay

Vacation pay shall be calculated on the employees regular rate of pay exclusive of any additional bonuses which the employee may be entitled to receive, and based on a percentage of gross pay in the vacation year. 2 weeks or less - 4%, 3 weeks - 6%, 4 weeks - 8%, 5 weeks - 10%, 6 weeks - 12%, of earnings as applicable.

Article 17 - VACATIONS (Continued)

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

Vacation Pay Continued

In the event of termination of employment of any employee for any reason, including layoff, any pay in lieu of vacation that is owing to such employee shall be determined on a pro rata basis, namely 4%, 6%, 8%, 10% or 12% of earnings as applicable.

Progression on Vacation Schedule (Part-Time)

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

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

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each, day on which he has so worked,

*** ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES ***

18.01 - Benefits for Part-Time Employees

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

*** ARTICLE 19 - HEALTH & SAFETY ***

19.01 - Health & Safety Committee

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

ARTICLE 19 - HEALTH & SAFETY (Continued)

19.01 - Health & Safety Committee (Continued)

- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

*** ARTICLE 20 - COMPENSATION ***

20.01 - Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate.

ARTICLE 20 - Compensation (Continued)

20.01 - Job Classification Continued

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 meetings with the Union, the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

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

20.02 - Promotion to a Higher Classification

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

20.03 - Wages and Classification Premiums

The wage rates in effect for the duration of this collective agreement shall be as set forth in Schedule "A" attached to and forming part of this collective agreement. The wage schedule referred to as Schedule "A" shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement dated September 29, 1989.

Dated at CORNWALL, Ontario, this 1st day of FEBRUARY, 1997⁵.

FOR THE LOCAL UNION

Robert F. Pothier, President
Beverly Swain, Rep

FOR THE HOSPITAL

John D. Dumas, Secy

APPENDIX

to the

PART-TIME COLLECTIVE AGREEMENT

between

THE CORNWALL GENERAL HOSPITAL
(hereinafter called the "Hospital")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1611
(hereinafter called the "Union")

Expires: September 28, 1991

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ARTICLE A - RECOGNITION

A.1. The Hospital agrees to recognize the Union as the sole and exclusive bargaining agent of all office and clerical employees of the Cornwall General Hospital at Cornwall, Ontario, regularly employed for not more than 24 hours per week and students employed for the school vacation period, save and except Supervisors, persons above the rank of Supervisors, the Director of Human Resources, the Director of Finance, Computer Operator, Secretary to the Assistant Administrator, Secretary to the Director of Nursing, Secretary to the Human Resources and those employees covered by subsisting collective agreements.

ARTICLE RESERVATION OF MANAGEMENT RIGHTS

B.1. The Union acknowledges that it is the exclusive function of the Hospital subject to the terms of this agreement:

- 1) To maintain order, discipline and efficiency, and to make, alter, and enforce rules and regulations to be observed by employees.
- 2) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and to discharge employees, and to assign employees to shifts, to increase and decrease working forces provided that a claim of discriminatory hiring, retiring, classifying, direction, classification, promotion, demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without just cause has not been made. Such claims may become the subject of a grievance and shall be dealt with as hereinafter provided.
- 3) Generally to manage and operate the hospital in all respects and, without restricting the generality of the foregoing, to determine the number and location of hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and location of equipment to be used; to select, control and direct the use of all materials required in the operation of the hospital; to schedule the work and services to be provided and performed; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of safety and well-being of the hospital patients and the public. All of the above actions by the Hospital are subject to the grievance procedure,

ARTICLE C - CHECK-OFF

- C.1. The Hospital will deduct from each part time employee an amount equal to the regular monthly dues designated by the Union. Such deductions shall be made from the payroll period at the end of the month and be remitted to the Secretary-Treasurer of the Union not later than the fifteenth day of the following month, accompanied by a list of the names and addresses of employees from whom such deductions were made.

In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

- C.2. All employees who are members of the Union shall remain members of the Union as a condition of continued employment. All new employees shall join the Union within thirty (30) days of employment and remain members as a condition of employment.

ARTICLE D - CORRESPONDENCE

- D.1. All correspondence between the parties hereto shall be directed to the Director of Human Resources in the case of the Hospital and to the recording secretary of Local 1611 in the case of the Union.

ARTICLE E - LOCAL COMMITTEES

- E.1. Probationary employees shall not be eligible to serve as stewards or grievance committee members.

ARTICLE F - COPIES OF AGREEMENT

- F.1. The Hospital will provide each new employee with a copy of the collective agreement, the cost of which will be equally shared with the Union.

ARTICLE G - SENIORITY

- G.1. Seniority List

The Hospital will maintain a seniority list showing the date upon which each employee's seniority commenced. The list will be revised at least twice each year. A copy will be forwarded to the Union, and will also be posted in the hospital for the information of each employee. The seniority list will be considered correct unless challenged by the employee not later than one (1) month after the date his name first appeared on the list.

- G.2. Job Posting

Job postings shall contain the following information: the nature of the position, qualifications, shift and salary range. No posting shall be made in the case of a temporary vacancy which does not exceed one (1) month, however, when the employer is aware that a vacancy will exceed one month such vacancy will be posted according to Article 9.05. Employees who are successful candidates for temporary positions, shall, upon termination of the temporary position, return to the department and position which he held before the date of transfer.

Employee List

The Hospital agrees to supply annually to the Union a list of the members in the bargaining unit. The list to include name, address, status, job title, department, date of birth, sex and date of hire. The number of hours worked will be reported on a quarterly basis.

ARTICLE H - GRIEVANCE AND ARBITRATION PROCEDURE

H.1. Supplementary Agreements

Supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

ARTICLE I - HOURS OF WORK

I.1. All employees will be allowed five (5) minutes wash-up time at the lunch break and prior to normal quitting time.

I.2. Scheduling

A two-week work schedule shall be posted two (2) weeks in advance of the commencement of the work schedule, No employee will be required to work more than seven (7) consecutive days. Employees shall receive a minimum of every third weekend off unless mutually agreed otherwise.

I.3. Change of Shifts

An employee who wishes to change his posted schedule shall submit in writing for the approval of his immediate supervisor, a request for the change co-signed by the employee willing to exchange with him. If circumstances prevent written requests, verbal approval of the immediate supervisor must be obtained prior to exchanging.

I.4. Call-In After Shift Has Started

Where an employee is called in to work a regular shift less than one (1) hour prior to the commencement of the shift and arrives within one hour of the commencement, than he will be paid for a full tour provided that he works until the normal completion of the tour.

I.5. Shift Cancellation

Employees shall receive a minimum of twenty-four (24) hours notice of any shift cancellations excepting in day surgery where notice shall be eighteen (18) hours. Failure to receive proper notice shall result in premium payment of time and one half (1 1/2) for hours worked on the next scheduled shift,

ARTICLE J - VACATIONS

J.1. Choice of Vacation Dates

All employees, shall, if possible, be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Hospital and employee. Preference in the choice of vacation dates shall be determined by seniority, however, if an employee fails to choose his vacation date by April 1st he will lose his right of choice by virtue of his seniority, The Hospital agrees to post vacation lists on a departmental basis by May 15th of each year,

- J.2 Applicable vacation pay shall be paid to all part-time employees on each paycheque.

ARTICLE K - LEAVES OF ABSENCE

- K.1 No Guarantee of Same Position or Salary
For leave of absence other than maternity and adoption leave, the Hospital cannot guarantee the position or salary scale the employee received before the leave of absence but will endeavour to reinstate him in his former position and salary scale or in a position and salary scale as close to the previous as circumstances will permit.
- K.2. Effect on Calculation of Seniority, etc.
Employees on leave of absence without pay are not actively employed by the Hospital, and this time will not be counted in the calculation of length of service, seniority (subject to 12.06 & 12.07), annual vacation. On return to work after a leave of absence without pay on grounds of adoption or maternity, the employee shall provide to the Hospital's satisfaction, proof of his ability to return to regular employment.

ARTICLE L - TERMINATION OF EMPLOYMENT

- L.1. On the Part of the Hospital
The Hospital will give employees notice of termination in accordance with the Employment Standards Act when services are no longer required, except for those employees dismissed for just cause.
- L.2. On the Part of the Employee
Two (2) calendar weeks notice in writing shall be given to the Hospital by regular employees resigning from the Hospital, Any employee leaving with less than two (2) weeks notice will receive only the statutory vacation pay required under the Employment Standards Act,

ARTICLE M - BULLETIN BOARDS

- M.1. The Union shall have the right to post union notices on two (2) bulletin boards provided for this purpose by the Hospital. Before notices are posted, they shall bear the signature of the authorized officer of the Union.

ARTICLE N - LAUNDRY

- N.1. The Hospital agrees to provide, maintain and launder free of charge, uniforms for each employee required to wear uniforms except for the R.P.N.'s. R.P.N.'s may have their uniforms laundered by the Hospital provided the uniforms comply to the standards chosen by the Hospital.

ARTICLE O - JOB DESCRIPTIONS

- O.1. The Hospital agrees to draw job descriptions for all positions and classifications for which the union is the bargaining agent within six (6) months from the signing of this agreement. These descriptions shall be presented to the Union and shall become the recognized job description unless the Union presents written objection within thirty (30) days.

ARTICLE P - WORKING-DAY

P . .

Definition

A working day shall be a twenty-four (24) hour period commencing with the beginning of the first scheduled shift of that twenty-four (24) hour period.

ARTICLE R - PROPER ACCOMMODATION

R.1. Proper accommodation shall be provided for employees to have their meals and to store and change their clothes.

ARTICLE S - SICKNESS

S.1. An employee unable to work on a scheduled shift due to illness, must contact their immediate supervisor or nursing supervisor as soon as possible prior to the beginning of the shift.

ARTICLE T - UNION CONVENTIONS

T.1. Union requests for leave to attend Union Conventions, Seminars, and Conferences must be made to the Department Head of Head Nurse as soon as possible prior to the date of the anticipated absence.

ARTICLE U - MEAL ALLOWANCE

U.1. An employee who works overtime in excess of two (2) hours at the end of the regular shift and who has not been notified before reporting to work that he will be required to do so, will be provided with a meal or a meal allowance of \$3.00.

ARTICLE V - OFFICE SPACE

V.1. "The Hospital shall offer the Union an office for their use with the following terms and conditions providing space is available:

- a) The Union agrees to **utilize and** maintain this office space consistent with the philosophy of the Hospital;
- b) The Hospital will have access to this office for cleaning, maintenance and emergency purposes;
- c) The Union agrees to share this office space with another Union group, if necessary;
- d) The Union will pay for all related telephone charges on a monthly basis including installation. All long-distance calls will go through the switchboard;
- e) The Hospital will give the Union at least 90 days notice to vacate the premises if they can no longer provide this space or an alternate space;
- f) The Union agrees to accept this notice and agrees to vacate the premises within the 90 day period."

(B)

ARTICLE W - NON-STANDARD DATES

W.1. **The central parties, in an attempt to standardize the Collective Agreement, have removed all non-standard dates from the central portion of the agreement; therefore, the parties agree for the purposes of:**

<u>Article</u>	<u>the date shall be:</u>
9.06	May 22, 1985
Note to Article 9.06 (1)	May 22, 1985
Note to Article 9.06 (2)	May 22, 1985

ARTICLE X - TRANSFER TO LOWER PAYING CLASSIFICATION

X.1. When an employee is required to work in a lower paying classification, other than the position for which he has **made a commitment**, he will receive the base rate of the classification to **which he is assigned.**

Dated at *Cornwall* this *10* day of *February* 199*8*.

FOR THE LOCAL UNION

FOR THE HOSPITAL

Roberta Kautzer, President
Bundy Snade Rep

[Signature]
Julia [unclear]

SCHEDULE 'A'

<u>September 29, 1989</u>	<u>Start</u>	<u>AFTER Yr.</u>	<u>AFTER 2 Yrs.</u>	<u>AFTER 3 Yrs.</u>
Ward Secretary	11.392	11.554	11.713	11.884
Switchboard Operator	11.550	11.702	11.874	12.081
Pharmacy Assistant	11.630	11.812	11.997	12.181
Dietary Clerk	11.630	11.812	11.997	12.181
Clerk Typist Rehab.	11.912	12.099	12.295	12.490
Clerk Typist I	11.998	12.177	12.363	12.549
Clerk Typist II	12.035	12.217	12.406	12.596
Admitting Clerk	12.035	12.217	12.406	12.596
Secretary Rehab.	12.035	12.217	12.406	12.596
Dicta-Typist	12.173	12.358	12.556	12.739
Medical Typist	12.312	12.500	12.704	12.879
Secretary	12.821	13.027	13.235	13.442
Librarian	12.821	13.027	13.235	13.442
Health Records Technician	13.212	13.428	13.646	13.865

Where a lead hand position is established, the rate of pay shall be 32 cents per hour added to the employee's rate of pay.

The pay equity adjustment is included in the above hourly rates.

SCHEDULE "A"

<u>September 29, 1990</u>	<u>Start</u>	<u>AFTER 1 Yr.</u>	<u>AFTER 2 Yrs.</u>	<u>AFTER Yrs.</u>
Ward Secretary	12.597	12.767	12.934	13.113
Switchboard Operator	12.705	12.865	13.045	13.260
Pharmacy Assistant	12.755	12.945	13.138	13.330
Dietary Clerk	12.755	12.945	13.138	13.330
Clerk Typist Rehab.	12.872	13.072	13.282	13.490
Clerk Typist I	13.013	13.200	13.394	13.588
Clerk Typist II	13.171	13.364	13.564	13.764
Admitting Clerk	13.171	13.364	13.564	13.764
Secretary Rehab.	13.171	13.364	13.564	13.764
Dicta-Typist	13.269	13.465	13.674	13.867
Medical Typist	13.368	13.567	13.782	13.967
Secretary	13.743	13.963	14.186	14.407
Librarian	13.743	13.963	14.186	14.407
Health Records Technician	14.136	14.368	14.601	14.836

Where a lead hand position is established, the rate of pay shall be 32 cents per hour added to the employee's rate of pay.

The pay equity adjustment is included in the above hourly rates.