

SOURCE	HOSP.		
Wages EFF.	88	09	29
TERM.	91	09	28
PART-TIME OF EMPLOYEES NUMBER	405		
AGREEMENT	df		

Between

SCARBOROUGH GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

— and —

**CANADIAN UNION OF PUBLIC
EMPLOYEES**
Local 1487
(hereinafter referred to as the "Union")

EXPIRY DATE: September 28th, 1991

MAY 2 1991

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TABLE OF CONTENTS

PART-TIME COLLECTIVE AGREEMENT

Article	Page
ARTICLE 1 – PREAMBLE	
1.01 – Preamble	1
1.02 – Feminine/Masculine Pronouns	1
ARTICLE 2 – DEFINITIONS	
2.01 – Temporary Employee.....	1
2.02 – Part-Time Commitment.....	2
ARTICLE 3 – RELATIONSHIP	
3.01 – No Discrimination.....	2
ARTICLE 4 – STRIKES AND LOCKOUTS	3
ARTICLE 5 – UNION SECURITY	
5.01 – T-4 Slips.....	3
5.02 – Notification to Union	3
5.03 – Employee Interview	3
5.04 – No Other Agreements	4
ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES	
6.01 – Union Activity on Premises and/or Access to premises	4
6.02 – Labour Management Committee.....	4
6.03 – Local Bargaining Committee	5
6.04 – Central Bargaining Committee.....	6
6.05 – Union Stewards.....	6
6.06 – Grievance Committee.....	7
ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE.....	8
ARTICLE 8 – ACCESS TO FILES	
8.01 – Access to Personnel Files.....	13
8.02 – Clearing of Records.....	13
ARTICLE 9 – SENIORITY	
9.01 – Probationary Period.....	13

TABLE OF CONTENTS (Continued)

PART-TIME COLLECTIVE AGREEMENT

Article	Page
9.02 – Definition of Seniority	14
9.03 – Loss of Seniority.....	14
9.04 – Job Posting.....	15
9.05 – Transfer and Seniority Outside the Bargaining Unit.....	17
9.06 – Transfer of Seniority and Service....	17
9.07 – Notice of Layoff	18
9.08 – Layoff and Recall	19
9.09 – Technological Change.....	21
ARTICLE 10 – CONTRACTING OUT.....	21
ARTICLE 11 – WORK OF THE BARGAINING UNIT	
11.01 – Work of the Bargaining Unit	22
11.02 – Volunteers	22
ARTICLE 12 – LEAVES OF ABSENCE	
12.01 – Personal Leave	22
12.02 – Union Business	23
12.03 – (a) Full Time Position with the Union	24
12.03 – (b) Leave of OCHU President.....	24
12.04 – Bereavement Leave	25
12.05 – Jury and Witness Duty.....	25
12.06 – Maternity Leave	26
12.07 – Adoption Leave.....	28
12.08 – Education Leave.....	29
ARTICLE 13 – INJURY AND DISABILITY	30
ARTICLE 14 – HOURS OF WORK	
14.01 – Daily and Weekly Hours of Work ..	30
14.02 – Rest Periods.....	30
14.03 – Additional Rest Periods.....	31

TABLE OF CONTENTS (Continued)

PART-TIME COLLECTIVE AGREEMENT

Article	Page
ARTICLE 15 – PREMIUM PAYMENT	
15.01 – Definition of Regular Straight Time Rate of Pay	31
15.02 – Definition of Overtime.....	31
15.03 – Overtime Premium and No Pyramiding	31
15.04 – Time Off in Lieu of Overtime	31
15.05 – Reporting Pay.....	32
15.06 – Call-Back	32
15.07 – Standby.....	32
15.08 – Temporary Transfer	32
15.09 – Shift Premium	33
ARTICLE 16 – HOLIDAYS	
16.01 – Payment for Working on a Holiday.	33
16.02 – Payment for Working Overtime on a Holiday	33
ARTICLE 17 – VACATIONS	
17.01 – Part-Time Entitlement, Qualifiers and Calculation of Payment.....	34
17.02 – Work During Vacation.....	35
ARTICLE 18 – BENEFITS FOR PART-TIME EMPLOYEES.....	35
ARTICLE 19 – HEALTH & SAFETY	
19.01 – Health & Safety Committee.....	35
ARTICLE 20 – COMPENSATION	
20.01 – Job Classification.....	37
20.02 – Promotion to a Higher Classification.....	38
20.03 – Wages and Classification Premium..	38
20.04 – Progression on the Wage Grid (Part-Time).....	39

TABLE OF CONTENTS (Continued)

PART-TIME COLLECTIVE AGREEMENT

Article	Page
ARTICLE 21 – DURATION	
21.01 – Term.....	39
21.02 – Central Bargaining.....	39
APPENDIX OF LOCAL ISSUES.....	41
ARTICLE A – MANAGEMENT RIGHTS.....	42
ARTICLE B – RECOGNITION.....	42
ARTICLE C – GRADUATE NURSING ASSISTANT.....	43
ARTICLE D – UNION SECURITY.....	44
ARTICLE E – UNION REPRESENTATION ..	44
ARTICLE F – UNIFORMS.....	45
ARTICLE G – HOLIDAYS.....	45
ARTICLE H – WAGES.....	46
ARTICLE I – MEAL ALLOWANCE.....	46
ARTICLE J – BULLETIN BOARDS.....	46
ARTICLE K – CORRESPONDENCE.....	47
ARTICLE L – GENERAL.....	47
ARTICLE M – SAFETY.....	48
ARTICLE N – DISCIPLINE.....	48
APPENDIX “A”.....	50
LETTER OF UNDERSTANDING.....	53
MEMORANDUM OF AGREEMENT.....	54

Article 1

PREAMBLE

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

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

Feminine/Masculine Pronouns

1.02 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

Temporary Employee

2.01 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 due to W.C.B. disability, sick leave, long term disability or to perform a special nonrecurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

Part-Time Commitment

2.02 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 bases solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

Article 3 RELATIONSHIP

No Discrimination

3.01 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 AND 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 “lock-out” shall bear the meaning given in the Ontario Labour Relations Act.

Article 5
UNION SECURITY

T-4 Slips

5.01 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.

Notification to Union

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

Employee Interview

5.03 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.

No Other Agreements

5.04 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 agreements.

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

Union Activity on Premises and/or Access to Premises

6.01 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.

Labour Management Committee

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

Local Bargaining Committee

6.03 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 endeavor to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be

unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under Article 12.02.

Central Bargaining Committee

6.04 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.

Union Stewards

6.05 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.

Grievance Committee

6.06 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.

Whenever 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 Ministry 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 expenses 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 signal arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriate apply.

Article 8

ACCESS TO FILES

Access to Personnel Files

8.01 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.

Clearing of Record

8.02 No written notice of censure shall be maintained in an employee's file for more than twenty-four (24) months providing no similar offense was committed within this period.

Article 9

SENIORITY

Probationary Period

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

Hospital, the probationary employee and the President of the Local Union or designate, such probationary **period** may be extended. Any extensions agreed to will be in writing and will specify, the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

Definition of Seniority

9.02 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.

Loss of Seniority

9.03 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) months from the time the disability or illness commenced.

Job Posting

9.04 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.

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. The Hospital will supply the union with a copy of the job posting which will include the name of the successful applicant.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The

employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

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

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

Notice of a job posting shall contain the following information:

- (1) title of position and
- (2) qualifications and experience required.

It is understood that the Hospital shall not be confined to the applicants in filling the vacancies unless they satisfy the requirement of Article 9:07, and where no suitable applicant answers the posting the Hospital shall be free to fill the job at its discretion.

Pre-Posting Applications

Employees in the bargaining unit shall have the right to submit to the Personnel Department written application for a position in an occupational classification which may be posted after such application is made. When such a position becomes available, all applications on file for such position shall be considered along with any applications received in accordance with Article 9. Applications shall be kept on file for a period of one year from the date submitted, unless withdrawn by the employee.

Transfer and Seniority Outside the Bargaining Unit

9.05 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 assignment shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

Note: Employees outside the bargaining unit as of 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.

Transfer of Seniority and Service

9.06 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:

top 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.

Notice of Layoff

9.07 In the event of 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 cutback 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 Com-

mittee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

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

Layoff and Recall

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

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

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

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

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before

such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete.

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

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

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

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

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

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.

Technological Change

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

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

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

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

Article 10 CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result

of such contracting out, a layoff of any employees other than casual part-time employees result from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

Article 11 **WORK OF THE BARGAINING UNIT**

Work of the Bargaining Unit

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

Volunteers

11.02 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 **LEAVE OF ABSENCE**

Personal Leave

12.01 Written request for a personal leave of absence without pay will be considered on an individual basis by

the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four **(4)** weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

Union Business

12.02 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 unreasonable 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.

Full-Time Position with the Union

12.03 (a) 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.

Leave of OCHU President

12.03 (b) 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.

Bereavement Leave

12.04 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.

Jury and Witness Duty

12.05 If an employee is required to serve as 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, traveling 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 hearing at his regular straight time hourly rate subject to (a), (b) and (c) above.

Maternity Leave

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

The service requirement for eligibility for maternity leave shall be 10 months of continuous service.

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

An employee on maternity leave as provided under this agreement who **is** in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (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 earning shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

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

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

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

Adoption Leave

12.07 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 per cent (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 of 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 their seniority and shall accumulate seniority on the basis of what their 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.

Education Leave

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

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

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

Article 13
INJURY AND DISABILITY

Injury Pay

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

Article 14
HOURS OF WORK

Daily and Weekly Hours of Work

14.01 The standard work week for all employees shall not normally exceed 48 hours per two week **period**, exclusive of half hour meal periods. The meal period shall be an uninterrupted period except in cases of emergency. The hours of work shall not normally exceed 7½ hours per day. It is understood however, that this shall not be, nor construed to be, a guarantee **as** to the hours of work per day or as to the hours of work **per** week, nor as a guarantee of working schedules and some employees **may** be scheduled to work less than 24 hours per week.

It is further understood that a part-time employee may be scheduled for more than 24 hours per week on an occasional **basis** to cover for vacation, illness or any unforeseen staffing requirements.

Rest Periods

14.02 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.

Additional Rest Periods

14.03 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

Definition of Regular Straight Time Rate of Pay

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

Definition of Overtime

15.02 Any hours worked by an employee in addition to working 7½ hours in any one day or 75 hours in a two week period shall be paid at time and one half of the employee's regular straight time rate of pay.

Overtime Premium and No Pyramiding

15.03 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.

Time Off in Lieu of Overtime

15.04 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.

Reporting Pay

15.05 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 7½ hours per day shall receive a pro-rated amount of reporting pay.

Call-Back

15.06 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 their regular hourly earnings.

Standby

15.07 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 \$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.

Temporary Transfer

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

rate from the commencement of the shift on which he was assigned the job.

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 for each shift from time of the assignment.

Shift Premium

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

Article 16 HOLIDAYS

Payment for Working on a Holiday

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

Payment for Working Overtime on a Holiday

16.02 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

Part-Time Entitlement, Qualifiers and Calculation of Payment

17.01 Part-time employees shall accrue vacation pay in accordance with the following:

3450 hours of work or less — 4%, plus two (2) weeks annual leave of absence without pay for purposes of vacation after 1725 hours of service.

More than 3450 hours of work but less than 8625 hours of work — 6%, plus three (3) weeks annual leave of absence without pay for purposes of vacation.

More than 8625 hours of work but less than 25875 hours of work — 8%, plus four (4) weeks annual leave of absence without pay for purposes of vacation.

More than 25875 hours of work but less than 43125 hours of work — 10%, plus five (5) weeks annual leave of absence without pay for purposes of vacation.

More than 43125 hours of work — 12%, plus six (6) weeks annual leave of absence without pay for purposes of vacation.

Vacation pay will be calculated on the basis of gross salary for work performed.

Progression on Vacation Schedule (Part-time)

Effective October 10th, 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.

Work During Vacation

17.02 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 EMPLOYEES

Benefits for Part-Time Employees

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

Article 19

HEALTH AND SAFETY

Health & Safety Committee

19.01 (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in **order** to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention — Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (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 ab-

sence 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

Job Classification

20.01 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 classifications 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 classification 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 their 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.

Promotion to a Higher Classification

20.02 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).

Wages and Classification Premium

20.03 The occupational classification covered by this Agreement and the wage rates in effect for such classifications are set forth in Appendix 'A'.



Progression on the Wage Grid (Part-Time)

20.04 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 21 DURATION

Term

21.01 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, 1991~~. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Central Bargaining

21.02 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' mean 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.

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
- 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
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Communication to Union
- Vacation Administrative Provisions
- Pay Day

Where a Hospital and 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.

Article A
MANAGEMENT RIGHTS

A.1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend and otherwise discipline employees, provided that if an employee claims that he has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;
- (c) Establish, alter and enforce rules and regulations to be observed by the employees;
- (d) Determine the kind and location of machines and equipment to be used, the allocation and numbers 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 The Hospital will not exercise its rights in a manner inconsistent with the provisions of the Agreement.

Article B
RECOGNITION

The Hospital recognizes the Union as the sole and exclusive collective bargaining agent for all its employees at its Hospital at Scarborough, regularly employed for not more than 24 hours per week and students who are in regular attendance at any school and who are employed

after school hours, on week ends, on statutory holidays, and during the school vacation periods in the following departments; Dietary, Housekeeping, Central Supply and Maintenance, save and except professional medical staff, registered and graduate nurses, pharmacists and undergraduate pharmacists, graduate and student dietitians, paramedical employees, office and clerical staff, students employed through co-operative training programs or work experience programmes, supervisors and persons above the rank of supervisor and persons covered by subsisting collective agreements.

Article C

GRADUATE NURSING ASSISTANT

A Graduate Nursing Assistant (pending registration) is defined as a nurse with certification incomplete who is a graduate of a programme acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within eighteen (18) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employment of the Hospital. Such termination shall not be the subject of grievance or arbitration procedure.

A Graduate Nursing Assistant (pending registration) in the Hospital's employ upon presenting proof of current certification by the College of Nurses shall be given the salary of the Registered Nursing Assistant as provided in Appendix A retroactive to the date of successfully passing the certification examination (i.e. the date of writing the examination) or to the date of last hire, whichever is later.

Article D
UNION SECURITY

All employees, after the completion of thirty days employment shall be required to permit the Hospital to deduct, once each month from the pay of each employee an amount equivalent to the regular monthly dues of the Union and to remit such deductions to the Treasurer of the Union Local not later than the 20th day of the month following. The Union agrees to save the Hospital harmless from all such deductions and payments so made.

Article E
UNION REPRESENTATION

E.1 The Hospital agrees to recognize the following representation of the Union.

- (a) A negotiating committee of not more than five (5) employees of the Hospital.
- (b) A grievance committee of not more than three (3) employees of the Hospital in addition to the Chief Steward.
- (c) Thirteen (13) shop stewards in the Hospital's employ to assist employees whom the steward represents in the presentation of a grievance in accordance with the grievance procedure. The Union will notify the Hospital in writing the name of each steward and the Department(s) represented before the Hospital shall be required to recognize him.
- (d) A Labour/Management Committee of not more than three (3) employees.

E.2 The Hospital shall maintain a seniority list. An up-to-date seniority list will be sent to the Union and copies posted in January and July of each year.

Union Business

E.3 (a) **Not** more than one employee from any department at any one time (excepting the Local President) shall be absent on Union business as specified in Article 12.02.

(b) The total of such time off shall not exceed one hundred (100) staff days per year.

Article F

UNIFORMS

F.1 When an employee is required by his classification to wear a uniform of the Hospital's choice and specifications it shall be supplied and laundered by the Hospital. Uniforms so supplied remain the property of the Hospital, and are not to be used for work other than Hospital duties. The employee shall be required to return such uniforms on termination of employment.

Article G

HOLIDAYS

G.1 For the purpose of this Agreement the Holidays shall be designated as follows:

New Year's Day	Civic Holiday
2nd Monday in Feb.	Labour day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	

G.2 The Hospital will endeavour to schedule so that every employee will have either Christmas Day or New Year's Day as a day off.

Article H

WAGES

H.1 Payment of wages will be made every other week and cover time worked in the two weeks, ending on the last shift of the preceding Sunday.

H.2 Where an employee gives at least two (2) weeks written notice of their intention to terminate, the Hospital will endeavour to pay monies owing within five (5) working days after the date of termination.

H.3 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

Article I

MEAL ALLOWANCE

I.1 In the event that an employee is required to work in excess of normal shift for a period of more than 3 hours, he shall be given a meal voucher to a maximum value of \$6.00

Article J

BULLETIN BOARDS

J.1 The Hospital will provide four bulletin boards upon which the Union may post any notices of union business which have been approved by the Hospital for posting. Where such bulletin boards are locked, the Union will be supplied with a key. The Hospital shall allow the posting of general notices of Union meetings without the Hospital's prior approval.

Article K
CORRESPONDENCE

K.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 of the Hospital or designate and the Secretary of the Union, Local 1487.

Article L
GENERAL

L.1 The Employer will send the Union the “on **file**” addresses of each employee covered by this Agreement semi-annually.

It shall be the responsibility of the employees to keep the Employer informed of their current address.

L.2 A copy of this Collective Agreement shall be issued by the Employer to each employee, after ratification of the Agreement. The cost of preparing such copies shall be equally shared by the Employer and the Union. The size of the Collective Agreement and printing arrangements will be determined by Local 1487.

L.3 The reassignment or termination of a temporary employee hired or assigned to fill a specific temporary full-time vacancy **will not be** subject to the layoff procedure.

L.4 The only terms and/or conditions of the Collective Agreement that apply to these temporary employees are those set out in this article save as expressly provided otherwise in this Agreement.

L.5 A job applicant selected to fill a vacancy under Article 9.04 shall not be permitted to apply for a further vacancy within a subsequent six (6) month period.

L.6 The Hospital will supply the Union with a copy of the job posting which will include the name of the successful applicant.

L.7 (a) The effective date referred to in Article 9.05 "Transfer and Seniority Outside the Bargaining Unit" shall be October 10, 1987.

(b) The effective date referred to in Article 9.06 "Transfer of Seniority and Service" shall be September 16, 1985.

L.8 All CUPE employees in the Maintenance, House-keeping and Stores Departments shall be granted five (5) minutes at the end of their regularly scheduled shift for purposes of wash-up.

Article M

SAFETY

- (a) The Employer will make reasonable provisions for the safety of employees during their working hours on the premises of the Hospital.
- (b) A grievance concerning safety shall be initiated at Step 2 of the grievance procedure.

Article N

DISCIPLINE

N.1 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.

N.2 The Hospital will instruct its supervisory staff that reprimands must be given in private. An employee will

be given a copy of any written reprimand, and a copy filed with the Union Secretary.

N.3 An employee, subject to suspension or dismissal, may request that a union representative be present before the individual leaves the Hospital premises.

N.4 A seniority employee who alleges that he has been discharged or suspended without just cause may file a grievance at Step 2 of the grievance procedure provided that he does so within five (5) days following the date on which he is notified of his discharge or suspension.

N.5 A discharge or suspension grievance may be settled by confirming the action of the Employer in discharging or suspending an employee, by re-instating the employee with full compensation for the time lost, or by any other arrangement which is just in the opinion of the parties or an Arbitration Board.

APPENDIX "A"
CUPE LOCAL 1487 — PART TIME RATES

JOB TITLE	SEPT. 29/88		SEPT. 29/89		JULY 1/90		SEPT. 29/90	
	START	1 YEAR	START	1 YEAR	START	1 YEAR	START	1 YEAR
Aide	11.213	11.367	12.110	12.276	12.110	12.276	12.958	13.136
Dietary Helper I	11.213	11.367	12.110	12.276	12.110	12.276	12.958	13.136
Dietary Helper II	11.319	11.478	12.225	12.396	12.225	12.396	13.080	13.264
Technical Aide	11.478	11.636	12.396	12.567	12.396	12.567	13.264	13.447
Emergency Aide	11.478	11.636	12.396	12.567	12.396	12.567	13.264	13.447
E.C.G. Technician	11.478	11.636	12.396	12.567	12.396	12.567	13.264	13.447
Medical Equip Aide	11.478	11.636	12.396	12.567	12.396	12.567	13.264	13.447
Dietary Helper III	11.589	11.800	12.516	12.744	12.516	12.744	13.392	13.636
Seamstress	11.744	11.954	12.684	12.910	12.684	12.910	13.571	13.814
Porter	11.954	12.165	12.910	13.138	12.910	13.138	13.814	14.058
Dietary Hlpr. (Gen.)	11.954	12.165	12.910	13.138	12.910	13.138	13.814	14.058
Morgue Attendant	12.221	12.432	13.199	13.427	13.199	13.427	14.123	14.366
Storeperson	12.221	12.432	13.199	13.427	13.199	13.427	14.123	14.366
Laboratory Asst.	12.529	12.738	13.531	13.757	13.531	13.757	14.479	14.720
Phlebotomist	12.529	12.738	13.531	13.757	13.531	13.757	14.479	14.720
O.R. Technician	12.529	12.797	13.531	13.821	13.531	13.821	14.479	14.788
2nd Cook	12.432	12.640	13.427	13.651	13.427	13.651	14.366	14.607
Brush Hand Painter	12.742	13.008	13.761	14.049	13.761	14.049	14.725	15.032
Medical Equip. Asst.	12.586	12.852	—	—	—	—	—	—
Dispatcher	12.586	12.852	13.593	13.880	13.593	13.880	14.544	14.852

APPENDIX "A" (Continued)
CUPE LOCAL 1487 — PART TIME RATES

JOB TITLE	SEPT. 29/88		SEPT. 29/89		JULY 1/90		SEPT. 29/90	
	START	1 YEAR	START	1 YEAR	START	1 YEAR	START	1 YEAR
Storekeeper	12.852	13.120	13.880	14.170	13.880	14.170	14.852	15.161
1st Cook	12.852	13.120	13.880	14.170	13.880	14.170	14.852	15.161
Painter	13.008	13.274	14.049	14.336	14.049	14.336	15.032	15.339
Baker	12.852	13.120	13.880	14.170	13.880	14.170	14.852	15.161
Medical Equip. Tech.	12.852	13.120	13.880	14.170	13.880	14.170	14.852	15.161
Head Cook	13.219	13.485	14.277	14.564	14.277	14.564	15.276	15.583
Maint. Mechanic	14.226	14.539	15.364	15.702	15.364	15.702	16.440	16.801
Journ Plumber	15.398	15.720	16.630	16.978	16.630	16.978	17.794	18.166
Journ Electrician	15.398	15.720	16.630	16.978	16.630	16.978	17.794	18.166
Journ Carpenter	15.398	15.720	16.630	16.978	16.630	16.978	17.794	18.166
Journ Air Cond./Ref.	15.398	15.720	16.630	16.978	16.630	16.978	17.794	18.166
H.N.A. Trainee	12.276	—	13.258	—	13.258	—	14.186	—
H.N.A. Experienced	12.529	12.738	13.531	13.757	13.531	13.757	14.479	14.720
Reg. Nursing Asst.	12.529	12.738	13.531	13.757	13.531	13.757	14.479	14.720
Non-Reg. Nurs Asst.	12.378	—	13.368	—	13.368	—	14.304	—
Orthopaedic Tech.	13.456	13.723	14.532	14.821	14.532	14.821	15.550	15.858
Central Serv. Tech.	—	—	—	—	—	—	12.958	13.136
Painter Engraver	—	—	15.129	15.416	15.129	15.416	16.188	16.495
Medical Equip. Tech.	—	—	13.880	14.170	13.880	14.170	14.852	15.161

APPENDIX "A" (Continued)
CUPE LOCAL 1487 - PART TIME RATES

JOB TITLE	SEPT. 29/88		SEPT. 29/89		JULY 1/90		SEPT. 29/90	
	START	1 YEAR	START	1 YEAR	START	1 YEAR	START	1 YEAR
Summer Student	8.000	—	8.000	—	9.000*	—	10.000*	—
Summer Nursing Std.	10.000	—	10.000	—	11.000*	—	12.000*	—
Student Aide	—	—	—	—	9.370	12.110	11.305	12.958
Student Diet Hlpr. I	—	—	—	—	9.370	12.110	11.305	12.958
Student M.E. Aide	—	—	—	—	9.465	12.396	11.509	13.264
Student Porter	—	—	—	—	9.637	12.910	11.876	13.814
Student Hlpr. Gen.	—	—	—	—	9.637	12.910	11.876	13.814
Student Storeperson	—	—	—	—	9.733	13.199	12.082	14.123
Nursing Student	—	—	—	—	9.844	13.531	12.319	14.479
Apprentice	.S —	6.159	.S —	6.652	.S —	6.652	.S —	7.118
	01 —	7.700	01 —	8.489	01 —	8.489	01 —	9.083
	02 —	9.239	02 —	10.187	02 —	10.187	02 —	10.900
	03 —	10.779	03 —	11.884	03 —	11.884	03 —	12.716
	04 —	12.319	04 —	13.582	04 —	13.582	04 —	14.533

*—Eff. 1/5/90 *—Eff. 1/5/91

LETTER OF UNDERSTANDING

BETWEEN

SCARBOROUGH GENERAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1487

(Part-Time Collective Agreement)

Pursuant to the negotiation of the part-time Contract and subsequent Memorandum of Agreement, it is understood and agreed between the Hospital and Local 1487 that:

- (i) The percentage in lieu of benefits will not be paid to students, hence Article 17.01 does not apply to students.

Dated at Scarborough, Ontario this 27th day of September, 1991.

Scarborough General
Hospital

Canadian Union of Public
Employees

Robert Thistle
Sharon Hyland
Una Felix
Elvira Purtle
Judith Halovanic

Karen McNama
Ruby Hunte
Frank McCafferty
Betty **Day**

Memorandum of Agreement
between
Scarborough General Hospital
and
C.U.P.E. Local 1487

The Union and the Hospital agree to the following:

- 1) **As** of May 1, 1990 all students employed between May 1, 1990 and September 15, 1990 exclusively will receive the rate of \$9.00 per hour.
- 2) **As** of May 1, 1991, all students employed between May 1, 1991 and September 15, 1991 exclusively will receive the rate of \$10.00 per hour.
- 3) **As** of May 1, 1991, all Nursing students employed between May 1, 1991 and September 15, 1991 exclusively will receive the rate of \$12.00 per hour.
- 4) **As** of **July 1, 1990**, any other student employed by the Hospital who has worked **less** than 1725 hours will receive one third ($\frac{1}{3}$) of the difference between \$8.00 per hour and the start rate of the job they are performing plus \$8.00 per hour; and any other student employed by the Hospital who has worked more than 1725 hours will receive the start rate of the job they are performing.
- 5) **As** of September 29, 1990, any other student employed by the Hospital who has worked **less than** 1725 hours will receive two thirds ($\frac{2}{3}$) of the difference between \$8.00 per hour and the start rate of the job they are **performing** plus \$8.00 per hour **and** any other student employed by the Hospital who has worked

more than 1725 hours will receive the start rate of the job they are performing.

- 6) As of September 28, 1991, any other student employed by the Hospital who has worked less than 1725 hours will receive the start rate of the position they are performing plus the appropriate percentage in lieu of benefits; and any other students employed by the Hospital who has worked more than 1725 hours will receive the job rate of the position they are performing plus the appropriate percentage in lieu of benefits.
- 7) The Hospital agrees that if the number of part-time hours equivalent to the full-time employment changes in the upcoming central CUPE Collective Agreement from 1725 hours to 1500, all hourly increments noted above will change accordingly.

Dated at Scarborough this 27th of September, 1991.

Scarborough General
Hospital

C.U.P.E. Local 1487

Robert Thistle
Sharon Hyland
Una Felix
Elvira Purtle
Judith Halovanic

Karen McNama
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