

SOURCE	HOSP		
EFF.	91	10	11
TERM.	93	10	10
No. OF EMPLOYEES	58		
NOMBRE D'EMPLOYÉS	58		

DRAFT

PART-TIME

SERVICE

COLLECTIVE AGREEMENT

between

ST. JOSEPH'S GENERAL HOSPITAL
ELLIOT LAKE, ONTARIO

(hereinafter called the "Hospital")

and

SERVICE EMPLOYEES UNION, LOCAL 478

(hereinafter called the "Union")

Expires: October 10, 1993

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish hours of work, rates of pay and other conditions of employment with a view to promoting good employer-employee relations.

ARTICLE 2 - SCOPE AND RECOGNITION2.01 Scope Clause

The Hospital recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all lay employees of St. Joseph's General Hospital, Elliot Lake, Ontario as defined below.

"Employee shall include such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board, dated the 19th day of February 1979, which states that all employees of St. Joseph's General Hospital, Elliot Lake, Ontario, regularly employed for not more than twenty-two and one half (22-1/2) hours per week and students employed during the school vacation period save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and undergraduate nurses, graduate and student dietitians, graduate and undergraduate pharmacists, technical personnel, office and clerical staff and persons covered by subsisting Collective Agreements, constitute a unit of employees of the Hospital appropriate for collective bargaining.

2.02 Technical Notes

For the purpose of clarity the Board declares that the term **"technical personnel"** comprises physiotherapists, occupational therapists, electro-encephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians. **"Steward"** shall mean an employee of the Hospital duly accredited as such by the Union in writing confirming his appointment as such.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline, efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees provided that they are not inconsistent with the provisions of this Agreement;
 - (b) hire, discharge, transfer, promote, demote, or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds of locations of machines, equipment to be used, and allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 • DEFINITIONS4.01 Temporary Employees

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

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

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

- 4.02
- (a) A "Regular Part-Time Employee" is an employee who makes a commitment to be available for work on some predetermined basis and in respect of whom there is a pre-determined schedule.
 - (b) "Executive Director shall mean the Chief Executive Officer or designate.

ARTICLE 5 - UNION SECURITY5.01 Union Dues

As a condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

In consideration of the deducting 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.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

5.02 Interview Period

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee after completion of six (6) weeks' service for the purpose of informing such employee of the existence of the Union in the Hospital, and to ascertain whether or not the employee wishes to become a member of the Union.

The Hospital shall send each month to the Union (addressed to the Union Office) the names of the persons to be interviewed and shall designate the time and place of such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises in a room designated by the Hospital, and the employee shall as

a condition of employment report to this room for interview during the interview period unless sick or on a day off, in which case other arrangements will be made by the Union.

5.03**Employee Lists**

The Hospital will provide the Social Insurance Number of each employee to the Union on a one-time basis. Such information will be updated with respect to new employees subsequently hired. In addition, the Hospital will supply the Union with the addresses of new employees when they are placed on the check-off list for the first time.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 Because of the orderly procedure for the settlement of all grievances under the terms and provisions of this Agreement, the Union agrees it will not cause, authorize or encourage any strike. The Hospital agrees that there will be no lockout of employees employed by the Hospital at any time.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than three (3) (not more than three (3) of which Committee members shall meet with Management at any one time) 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.
- (b) 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.
- (c) 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.

7.02 Union Stewards

- (a) 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.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) 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.

- (d) 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 the time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.
- (g) The Hospital will recognize a chief steward and one (1) steward from each of the following departments of the Hospital:
- | | |
|----------------------|-----|
| Dietary | - 1 |
| Nursing | - 1 |
| Housekeeping/Laundry | - 1 |
- (h) The parties may agree to have stewards in either bargaining unit represent both full-time and part-time employees in their department as long as the total number of stewards does not exceed six (6), inclusive of a Chief Steward.

7.03

Central Bargaining Committee

In future central bargaining between the Service Employees' International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending Central Negotiating meetings with the

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven, and in no case will more than one (1) 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 Hospitals' Central Negotiating Committee shall advise the seven hospitals accordingly.

7.04

Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of two (2) members, to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

- (f) The number of employees on the Negotiating Committee shall be determined locally.
- (g) The parties may agree that one (1) Negotiating Committee be constituted to represent both full-time and part-time Collective Agreements when negotiating with the Hospital; at least two (2) members of this Committee would be part-time.
- (h) The Local Negotiating Committee shall consist of one (1) regular part-time employee and the chief steward of the full-time unit when negotiating jointly with one or more other Negotiating Committees and representatives of two (2) or more employers.
- (i) Subject to (h) above, not more than one (1) employee from any one department on the Negotiating Committee.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

8.03 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.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.

8.04 It is the mutual desire of the parties hereto that complaints 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. The grievor may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement, then:

Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

8.05

Policy Grievance

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 3 within ten (10) days

following the circumstances giving rise to the 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 he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

Where a number of employees have identical grievances, and each one 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 designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at Step 3 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

- 8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.
- 8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).
- 8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 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.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 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.

- 8.15 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.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto 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 9 • SENIORITY**9.01** Probationary Period

A new employee will be considered on probation until he has completed three hundred and thirty-seven point five (337.5) hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to three hundred and thirty-seven point five worked hours. With the written consent of the Hospital, the probationary employee, and President of the Local Union or designate, such probationary period may be extended. Any extension 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 and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit 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 November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule, all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis:

$$\frac{\text{Employees' hours of service}}{1950} \times 1725 = \text{Converted hours of service}$$

9.03 Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Employees hired prior to October 10, 1986 will be credited with the service and seniority they held under the Collective Agreement expiring November 15, 1985.

9.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

(g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

9.05

Seniority Lists

Seniority lists of bargaining unit employees shall be posted on the bulletin board within thirty (30) calendar days of the signing of the Agreement and amended annually thereafter. Copies of the seniority list will be supplied to the Union. Upon posting of the seniority list, employees shall have thirty (30) calendar days in which to file complaints against their seniority standing and if no complaints are filed, it is deemed that the seniority list as posted is correct.

ARTICLE 10 - LAYOFF AND RECALL

10.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimising potential adverse effects upon employees in the bargaining unit including:

(i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees:

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

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

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

10.02

Notice of Layoff

(a) Union

There shall be at least three months' notice to the Union in the event of a proposed layoff of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a layoff of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

10.03

Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks; on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

- (c) A full-time employee who has completed one year of service and
- (i) whose layoff is permanent, or
 - (ii) who is laid off for 26 weeks in any 52-week period, and who has not elected to received a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two weeks' pay or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

10.04

Regional Staff Planning Committees

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place.

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

The size, structure, composition and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

10.05**Layoff and Recall**

- (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their ~~classification~~, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) 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:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) An employee shall have the 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 completed.
- (d) 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 manner.**
- (e) An employee recalled to work in a different classification form 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.
- (f) 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.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do **so** by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. 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.

- (h) **Employees on layoff or notice of 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.
- (i) 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.
- (j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

10.06**Benefits on Layoff**

In the event of a layoff of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the months in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 11 - JOB POSTING

- 11.01 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 by the Hospital **for a period of seven (7) days** excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.
- 11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.
- 11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article 11.01 employees in other SEIU service 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 Article .01, and selection shall be made in accordance with Article **11.03** above.
- 11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy

under this Article will continue to maintain their part-time status and, upon completion of this assignment the employee will return to his former position.

- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

ARTICLE 12 - NO CONTRACTING OUT**12.01**

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

12.02

On request by the Union, the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT13.01 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.

NOTE: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

Prior to enlisting the services of an employment agency, the Hospital will attempt to contact part-time staff who would normally perform the duties in question.

13.03 Volunteers

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

Where a hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the Local Joint Job Security Committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ration of RN's to RNA's

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement,

resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01** Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular **job**.
- 14.02** Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03** 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 **(6)** months.
- 14.04** Employees with one **(1)** 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 set out above and the requirements of the applicable legislation.
- 14.05** Employees who are pregnant shall not be required to operate VDT's. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

14.06

Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE**15.01** Bereavement Leave'

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

15.02 Education Leave

- (a) 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.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written applications by the employee to the administration of the Hospital. It is further understood and agreed that the Hospital will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) 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.

15.03 Jury and Witness Duty

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employees 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 an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

15.04

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB)

Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employees normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employees status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 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 parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

15.06 Full-Time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, 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 and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the

Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which **the** employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) 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.
- (c) 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 absence shall be provided elsewhere in the current local sections of the Agreement (Unless altered by local negotiations).
- (d) It is understood that the leave of absence shall be for not longer than a two (2) weeks period and will not be requested on more than four (4) occasions in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than two (2) employees at one time, and that the Union shall be responsible for the payment of wages during the time of absence.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

Leave of absence without pay up to three (3) months may be granted to the employee for personal reasons at the discretion of the Department Head.

ARTICLE 16 - HOURS OF WORK16.01 Daily and Weekly Hours of Work

The regular working day shall be seven and one-half (7-1/2) hours exclusive of meal periods.

This means that employees must report to their respective supervisors, or departments, in uniform where applicable, for the full shift. The work week and pay week shall be deemed to commence at 0001 hours Monday each week and pay day will be by noon through direct bank deposit every second Thursday. The night tour will be the first tour of the day.

16.02 Rest Periods

- (a) 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 during their shift.

All employees will be allowed a thirty (30) minute unpaid lunch period.

If employees are required to provide care and treatment of patients of the Hospital during their lunch or rest period, the Hospital agrees that any time **so** lost shall be provided to employees after such treatment is completed.

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

16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of the shifts and changeover of shifts, and of thirty-nine (39) hours if there is one (1) day off, and of sixty-three (63) hours if there are two (2) days off between the change of shifts. The Hospital may allow an exchange of

shifts at the request of two employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.

16.04

Weekends Off

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) weeks period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1-1/2) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally required continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Hospital and the employees affected and approved by the Union.

16.05

- (a) The work schedule is to be posted and unchanged for four (4) weeks in advance of present schedule, unless mutually agreed between employee and Hospital.

- (b) When employees wish to exchange a shift or days off, no overtime resulting from such exchange will be paid for in excess of the regular working hours as set out in Article 16.01. The exchange must be in writing and have the approval of their Department Head.
- (c) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reasons of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.
- (d) Required hours to work will be stated when employees are called.
- (e) Scheduling of shifts will be by unit seniority.
- (f) These scheduling objectives will not operate during the period December 15th .to January 15th.

16.06

O.R. - R.N.A.

The Hospital will endeavour to book an equitable rotation for standby duty for all RNA's initially assigned to the O.R.

16.07

CANCELLATION OF SHIFTS

- a) Any cancellation of full-time shifts will be based on reverse order of Hospital seniority on the unit. Any cancellation of part-time employees will be based on reverse order of Hospital seniority within the unit provided that those remaining are qualified to perform the work. A part-time employee shall not bump a full-time employee.
- b) Whenever the Hospital wishes to cancel tours, because of low occupancy and/or decreased patient acuity, notice will be given to an employee as follows:
- Days - by 2200 hours the evening before;
Evenings - three (3) hours before reporting time;
Nights - three (3) hours before reporting time:
- c) Full-time employees whose shifts have been cancelled will be recalled on the basis of Hospital seniority on the unit, for that shift if subsequently required. A part-time employee whose shift has been cancelled will be recalled on the basis of Hospital seniority within the unit, if their shift is subsequently required. It is understood that full-time employees will be recalled before part-time employees.

ARTICLE 17 - PREMIUM PAYMENT**17.01** Definition of Regular Straight Time Rate of Pay

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

17.02 Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7-1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

Call-back shall not be considered as hours worked for purposes of this Article.

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.

17.03 Reporting Pay

Full-time 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 herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

17.04 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 **\$2.10** per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and worked during the period of standby.

17.05 Call Back

- (a) 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. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls **within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed** from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums **within one such four (4) hour period**, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

17.06 Shift Premium

Employees shall be paid retroactive to October 11, 1987 a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargaining Unit

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Hospital or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Hospital under Article **15.07**.

17.10 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

- 17.11**
- (a) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work. Call-back shall not be considered as hours worked for the purpose of this Article.
 - (b) 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.

ARTICLE 18 - ALLOWANCES**18.01** Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

18.02 Uniform Allowance

The Hospital agrees to maintain its present policy with regard to supplying uniforms to members of the staff. If additional uniforms are supplied to dietary employees, style, colour, etc., the Hospital will have the sole option of the choice.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35c) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 • HEALTH AND SAFETY19.01 Accident Prevention • Health and Safety Committee

- (a) The Employer 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 (1) 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 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 period 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 if 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 **15.04.**
- (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.

19.02Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, At the same time, the Hospital agrees to meet directly with a representative of the Union or through the Health and Safety Committee to discuss the need for any additional protective clothing or equipment.

ARTICLE 20 - PAID HOLIDAYS

20.01 (a) If a part-time employee is required to work on any of the holidays listed in Article 20.01 (b) the employee shall be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate for all hours worked on such holiday.

(b)	New Year's Day	Good Friday
	Victoria Day	Easter Monday
	Civic Holiday	Dominion Day
	Thanksgiving Day	Labour Day
	Boxing Day	Christmas Day

Two (2) Floating Holidays

20.02 It is agreed that for the purpose of scheduling Floater holidays referred to in Article 20.01 (b), the following principles apply:

- (a) Employee hired prior to April 1st in any year shall be entitled to two (2) Floater holidays between the date of hire and December 15th, of that same year.
- (b) Floater holidays must must be taken between January 15th and December 15th of each calendar year.
- (c) A minimum of four (4) weeks' notice shall be given prior to taking of a Floater holiday, unless otherwise mutually agreed upon.
- (c) Floater holidays may not be taken consecutively until after September 1st of each calendar year.

20.03 **Where** an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half times his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 21 - VACATIONS21.01 Part-time Vacation Pay

Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

A part-time employee who has completed less than 5,175 hours of continuous service as of (June 30th of any year) shall receive 4% of gross earnings.

An part-time employee who has completed **5,175** hours but less than **13,800** hours of continuous service as of (June 30th of any year) shall receive 6% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989**, the service requirement for 6% of gross earnings shall be **3450** hours of continuous service.

A part-time employee who has completed **13,800** hours but less than **25,875** hours of continuous service as of (June 30th of any year) shall receive 8% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October **11, 1989** the service requirement for **8%** of gross earnings shall be **10,350** hours of continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for **8%** of gross earnings shall be **8625** hours of continuous service.

A part-time employee who has completed **25,875** hours but less than **43,125** hours of continuous service as of (June 30th of any year) shall receive 10% of gross earnings.

A part-time employee who has completed **43,125** hours of continuous service or more as of (June 30th of any year) shall receive **12%** of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

21.02

- (a) The vacation request sheet shall be posted by January 15th. Employees will be given preference with respect to their vacation periods in accordance with seniority. Seniority must be exercised by the completion of evening tour April 1st. Vacation requests will be finalized by the completion of evening tour April 15th. Schedules posted by May 30th. It is understood that an employee who transfers to another department or unit after April 1st may not exercise seniority in the new job for vacation purposes until the next vacation request period.
- (b) Employees may arrange vacations otherwise on an individual basis with the permission of the Department Head.
- (c) Vacation may not be scheduled between December 15th and January 15th.
- (d) Only one (1) employee from each unit will be scheduled for vacation at the same time.
- (e) Where an employee's scheduled vacation is interrupted due to serious illness requiring employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

- (f) Vacation pay to be paid by separate deposit.

(g) Termination of Employment

(1) Employees failing to give two (2) weeks' notice of termination shall receive vacation pay in accordance with the Employment Standards Act.

(2) Employees who resign with two (2) weeks notice to the Hospital shall receive all earned vacation pay less any vacation pay already received.

21.03

SCHEDULING OF SINGLE VACATION DAYS.

A request may be made for up to five (5) single vacation days and these will be granted subject to mutual agreement after the posting of the approved vacation schedule on May 15th.

Such days will not be granted during the period from December 15th to January 15th inclusive; and July 1st to August 31st inclusive.

Where conflict occurs, request will be granted on the basis of seniority.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

22.01 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 23 - INJURY AND DISABILITY23.01 Workers' Compensation Injury

In the case of an accident, which will be compensated by the Workers' Compensation Board, the Hospital will pay the employee's wages for the day of the accident.

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

24.01 Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, **1986** employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

Employees hired prior to October **10, 1986** will be credited with the service they held under the Collective Agreement expiring November 15, **1985**.

ARTICLE 25 - COMPENSATION**25.01** Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, **the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year's of related experience in the classification on the completion of the employee's probationary period.** It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

When an employee transfers to a higher-paid job he shall receive the wage rate in the salary range for the new job which is higher than the rate he was receiving prior to his transfer and he shall progress within the new salary range in accordance with the provisions of Schedule "A".

25.03 Temporary Transfer

When 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 immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

- (a) 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 within seven (7) days. 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.

- (b) When the Hospital makes a substantial change during the term of this Agreement in the **job** content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) 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.

25.05

Wages and Classification Premiums

- (a) The job classification and wages to be paid are set out in Schedule "A" hereto attached and forming part of this Agreement.
- (b) It is understood and agreed that nothing contained in this Agreement shall lower any present working condition or wage standard. Any employees presently receiving an increment above these rates shall maintain this increment throughout the life of this Agreement. It is understood and agreed that any change in wages or working conditions during the life of this Agreement shall be negotiated between the Hospital and the Union.
- (c) The Hospital agrees to pay orderlies fifteen dollars (\$15.00) per autopsy excluding coroner's cases.
- (d) When an employee transfers to a lower paid job he shall receive the wage rate in the salary range for the new job which is lower than the rate he was receiving prior to his transfer and he shall progress within the new salary range in accordance with his length of service in the new job.

ARTICLE 26 - GENERAL**26.01** Bulletin Boards

The Hospital will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity.

All such notices must be signed by the proper officer of the Local Union and be submitted to the Executive Director, or his authorized representative for approval before being posted.

26.02 Cost of Printing Agreement

The cost of printing the Collective Agreement shall be shared equally by the Hospital and the Union.

26.03 Relationship

Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any employee, because of membership or lack of membership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned. The Union undertakes to supply the Hospital from time to time with the names of Committee members and Union officials with whom the Hospital will be doing business.

26.04 In the event of extended illness, the Hospital shall make every effort to effect replacements as soon as reasonably possible.

26.05 In-Service Meetings

Where the Hospital requires employees to attend in-service meetings on their day off, they shall be compensated at their regular rate of pay for the length of time spent in attendance at such in-service meeting.



ARTICLE 27 - DURATION

27.01 Term

This Agreement shall continue in effect ~~until October 10, 1993~~ and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

27.02 Renewal

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 not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that 'local matters' means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.