

FILE 507

SOURCE	Union		
WAGES	89	10	11
EFF.			
TERM.	91	10	10
No. OF EMPLOYEES	35		
NOMBRE D'EMPLOYÉS	35		

COLLECTIVE AGREEMENT

BETWEEN:

PRINCE EDWARD COUNTY MEMORIAL HOSPITAL

- and -

SERVICE EMPLOYEES UNION, LOCAL 183

A.F.L. - C.I.O. - C.L.C.

EXPIRY DATE: OCTOBER 10, 1991

FULL-TIME WORKERS

0606504

0606504

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ARTICLE I - PURPOSE:

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of this Agreement so that there will not be any interference with the operation of the services rendered by the Prince Edward County Memorial Hospital to the patients or the public.

ARTICLE 2 - SCOPE AND RECOGNITION:

2.01 Scope Clause

This Agreement applies to all employees as defined in (2.02), and more particularly set out in the Schedule of Job Classifications and Wage Rates hereinafter provided.

2.02 Recognition Clause

WHEREAS the Union, by certificate dated November 8, 1978, is the sole bargaining agent for all employees of the Hospital at Picton, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate dietitians, student dietitians, graduate pharmacists, undergraduate pharmacists, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office and clerical personnel, persons regularly employed not more than twenty-four (24) hours per week and students employed during the school vacation period,

ARTICLE 3 - MANAGEMENT RIGHTS:

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to manage the Hospital and without affecting the generality of the foregoing.
- 3.02 To direct the operation of the Hospital in the best interests of the patients, the community and the employees both within and without the Bargaining Unit.
- 3.03 To formulate policies, rules and regulations which are not inconsistent with the provisions of this Agreement.
- 3.04 To introduce new practices and/or services; to expand, reduce, eliminate, change or modify present services and practices and to enter into contracts for buildings, repairs, equipment, supplies, materials and services.
- 3.05 To determine where, by whom, in what manner, at what time, under what conditions employees in the Bargaining Unit perform their duties within their own classification.

## ARTICLE 3 - MANAGEMENT RIGHTS: (cont'd)

- 3.06 To determine in the interest of efficient operation and highest standard of service, job rating and classification, the hours of work, work assignments and methods of doing work, the number of personnel required, provided always that reasonable notice shall be given to the employee or employees involved of any change to be made.
- 3.07 To maintain order and discipline, to hire, assign, retire, classify, promote, transfer, demote, suspend or discharge or otherwise discipline employees for just cause, subject to the Grievance Procedure.
- 3.08 To instruct and direct employees in their duties, responsibilities, conduct and attitudes towards patients, visitors, Department Heads, Supervisors and other Hospital employees both within and without the Bargaining Unit,
- 3.09 To control the use of buildings, equipment, utensils, machinery, tools, materials, instruments, drugs, medicines, clothing, uniforms and all other articles or things belonging to the Hospital.

## ARTICLE 4 - DEFINITIONS:

## 4.01 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 Definition of Gender

Wherever the term "employee" or "employees" is used in this Agreement, it shall be deemed to include males and females. Similarly, when masculine pronoun is substituted for the term "employee" or "employees", it shall be deemed to refer to females as well as males.

## ARTICLE 5 - UNION SECURITY:

## 5.01 Union Dues

- a) 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.

## ARTICLE 5 - UNION SECURITY: (cont'd)

- b) 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.
- c) 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.
- d) 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 from the operation of this Article.
- e) 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.
- f) A statement of Union dues deductions will be included on the employees' T4 slips.

## 5.02 Interview Period

It is mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon completion of three (3) weeks' employment for the purpose of informing such employee of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital premises in a room designated by the Hospital, and the employees shall report to this room for interview during the interview period. All interviews shall be arranged with the Hospital's Chief Executive Official or his Representative,

## 5.03 Employee Lists

- a) In order to facilitate the operation of this Agreement, the Hospital will supply to the Union, a list of employees acting in a Supervisory capacity, and will indicate by appropriate job titles the nature and extent of their authority,
- b) The Hospital agrees to furnish the Union with an original list of the names, addresses and social insurance numbers of the employees paying dues and monthly thereafter of new employees in the Bargaining Unit, when dues are first deducted.

## 5.04 Relationship

- a) The terms and conditions of this Agreement will apply equally to all employees who are subject to the provisions thereof, and those



## ARTICLE 5 - UNION SECURITY: (cont'd)

employees, covered by this Agreement, who deal with the Hospital on an individual basis will not receive preferential treatment over those who deal with the Hospital through the Union.

- b) The Hospital and the Union agree that neither they nor their Agents, Representatives, Officers or members shall discriminate against any employee, or intimidate, threaten, coerce, or restrain him either because of his membership or non-membership in the Union.
- c) The Union shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.
- d) The Hospital shall provide a copy of the Collective Agreement to new employees at the time they are hired.

## ARTICLE 6 - NO STRIKE/LOCKOUT:

- 6.01 This Agreement contains an orderly procedure for final disposition of all grievances. The Union recognizes that it is essential that there should be no interference with the services of the Hospital to the public and to its patients, and agrees, therefore, that it will not cause, direct or condone a strike or any other form of collective action which would interfere to any degree with the efficient operation of the Hospital during the term of this Agreement. If such action should be taken by the employees in the Bargaining Unit, the Union shall advise the employees that they should return to work and perform their usual duties. "Strike" or "Lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

## ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES:

## 7.01 Grievance Committee

- a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than three (3) 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.

## ARTICLE 7 - UNION REPRESENTATION &amp; COMMITTEES: (cont'd)

## 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 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 acknowledges the right of the Union to appoint or otherwise select four (4) Stewards, including a Chief Steward, to assist employees in presenting their grievance to the Representatives of the Hospital, one from each of the following Departments:  

Nursing	Dietary	Housekeeping	Maintenance
---------	---------	--------------	-------------
- h) The Chief Steward shall serve as Steward in the Department in which he is employed. The zone within which the other Stewards are to function shall be limited to the Department in which they are employed. Should a Steward be obligated to enter another Department on Union business, he will not enter until he has obtained the permission of the Department Head.

## 7.03 Central Bargaining Committee

- a) In future central bargaining between the Service Employees Union and the participating Hospitals, an employee serving on the Union's

## ARTICLE 7 - UNION REPRESENTATION &amp; COMMITTEES: (cont'd)

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.

- b) It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7) and in no case will more than one (1) employee from a Hospital be entitled to such payment.
- c) The Union shall advise the Hospitals' Central Negotiating Committee before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

## 7.04 Local Negotiating Committee

- a) The Hospital agrees to recognize a Negotiating Committee comprising of five (5) 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 Union shall advise the Hospital of the names of the members of the said Committee as soon as they are appointed and shall subsequently inform the Hospital forthwith of any changes in its personnel.
- h) It is understood that not more than five (5) employees including one (1) employee from the part time Bargaining Unit will be recognized, (but it shall not be necessary for more than two (2) to meet with the

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES: (cant 'd)

Management to deal with any matter arising during the term of the Agreement).

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 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 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.

## ARTICLE 8 - GRIEVANCE AND ARBITRATION: (cont'd)

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:

## ARTICLE 8 -- GRIEVANCE &amp; ARBITRATION: (cont'd)

- 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, or
  - 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 the 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, it shall make such request in writing addressed to 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 (2) 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.

## ARTICLE 8 - GRIEVANCE &amp; ARBITRATION: (cont'd)

- 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 forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any 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

Full time employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a Bargaining Unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986, will be credited with the seniority they held under the Agreement expiring November 15, 1985, and will thereafter accumulate seniority in accordance with this Article.

## 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 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 1,725 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;

## ARTICLE 9 - SENIORITY: (cont'd)

- 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 eighteen (18) 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 twenty-four (24) calendar months from the time the disability or illness commenced.

## 9.05 Effect of Absence

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days' or any approved absence paid by the Hospital, both seniority and service will accrue,
- b) During an unpaid absence exceeding thirty (30) continuous calendar days', credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full, payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B benefits. Effective April 10, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.C.B. benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.



## ARTICLE 9 - SENIORITY: (cont'd)

## 9.06 Seniority - Local Provisions

- a) Employees having less than forty-five (45) working days of service shall be considered probationary employees and will have no seniority rights during this probationary period.
- b) Seniority lists of permanent employees shall be maintained by the Hospital. Each list shall show the date of hiring and accumulated seniority of each employee.
- c) A copy of the seniority lists will be supplied to the Union in January and July of each year. Included on the January seniority list will be the dollar value as at the previous December 31st, of sick leave credited accumulated under the former plan.
- d) Seniority lists of permanent employees should be maintained by the Hospital. Each list shall show the date of hiring and accumulated seniority of each employee.

## ARTICLE 10 - LAYOFF AND RECALL:

10.01 The Hospital shall give each employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule:

Up to one (1) year's service - one (1) week's notice

One (1) year but less than three (3) years' service - two (2) weeks' notice

Three (3) years' but less than (4) years' service - three (3) weeks' notice

Four (4) years' but less than five (5) years' service - four (4) weeks' notice

Five (5) years' but less than six (6) years' service - five (5) weeks' notice

Six (6) years' but less than seven (7) years' service - six (6) weeks' notice

Seven (7) years' but less than eight (8) years' service - seven (7) weeks' notice

Eight (8) years' service or more - eight (8) weeks' notice.

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will:

## ARTICLE 10 - LAYOFF AND RECALL: (cont'd)

- a) Provide the Union with no less than thirty (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 Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the Bargaining Unit.

10.02 In all other cases of layoff, the Hospital shall give each employee in the Bargaining Unit who has acquired seniority one (1) week's notice provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

10.03 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.

10.04 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 subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given, in writing, to the designated Hospital Representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

10.05 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.

## ARTICLE 10 - LAYOFF &amp; RECALL: (cont'd)

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 a temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

- 10.06 In determining the ability of an employee to perform the work for the purposes of paragraphs 10.03, 10.04 and 10.05 above, the Hospital shall not act in an arbitrary or unfair manner.
- 10.07 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.
- 10.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with 10.09 below, or have been found unable to perform the work available.
- 10.09 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.
- 10.10 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of paragraph 10.09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.
- 10.11 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.
- 10.12 A laid off employee shall retain the rights of recall for a period of eighteen (18) months from the date of layoff.
- 10.13 No full time employee within the Bargaining Unit shall be laid off by reason of his duties being assigned to one or more part time employees.
- 10.14 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

## 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 five (5) 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 .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 either Article 11.01 or 11.02 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 and 11.02, employees in other S.E.U. 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 11.01 and 11.02, 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 S.E.U. 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 11.03 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 the 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 or the Request for Transfer 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 to 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.

## ARTICLE 11 - JOB POSTING: (cont'd)

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

## ARTICLE 13 - WORK OF THE BARGAINING UNIT:

- ✓ 13.01 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 to 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 Ratio of RN's to RNA's

At the time of considering whether or not to alter the ratio of RN's to RNA'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.

## ARTICLE 13 - WORK OF THE BARGAINING UNIT: (cont'd)

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 VDTs. 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.

## ARTICLE 14 - TECHNOLOGICAL CHANGE: (cont'd)

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 Employer, 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 application by the employee to the Administration of the Hospital. It is further understood and agreed that the Employer 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 Employer shall pay the full costs associated with the courses.

## 15.03 Jury and Witness Duty

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

## ARTICLE 15 - LEAVES OF ABSENCE: (cont'd)

- i v) Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.
- ✓ b) 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 (1 1/2) his regular straight time hourly rate subject to (i), (ii) and (iii) above.

## 15.04 Maternity Leave

- a) An employee who is pregnant and who has been employed for at least ten (10) months' immediately preceding the expected date of birth shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

An employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours,

- b) Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.



## ARTICLE 15 - LEAVES OF ABSENCE: (cont'd)

- c) The employee shall give the Hospital four (4) weeks' notice, in writing, prior to the day upon which she intends to commence her leave of absence and shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- d) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving the Hospital three (3) weeks' notice of her intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- e) The Hospital may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- f) The employee shall, if requested by the Hospital, furnish medical proof of her fitness to resume her employment following the leave of absence.
- g) i) Credits for service, for the purpose of salary increments, for vacation, sick leave or other benefits under the provisions of the Collective Agreement or elsewhere shall be retained up to the commencement of the leave of absence but shall not be accumulated during such leave except that in the case of an employee who has worked ten (10) or more days' during the calendar month, such credits shall continue to accumulate to the end of that calendar month.
- ii) Credits for competitive seniority (as distinguished from benefit seniority) shall accumulate during the period of the leave.
- iii) Effective April 10, 1989, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.
- h) No contributions for any employee benefits provided under the Collective Agreement will be made by the Hospital during any such leave of absence. Subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Hospital shall be entitled to remit to the Hospital such full premiums as fall due during the leave so as to insure continued coverage.
- Effective April 10, 1989, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave.
- i) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

## ARTICLE 15 -- LEAVES OF ABSENCE: (cont'd)

- j) An employee intending to resume employment with the Hospital is required to advise the Hospital, in writing, four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the expiry thereof, the Employer shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (j) hereof.

Effective April 10, 1989, an employee intending to resume employment with the Employer is required to advise the Employer, in writing, two (2) weeks prior to the expiry of the leave of absence for pregnancy. 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.

- k) The leave of absence provided for under this Article shall be extended, upon application in writing to the Hospital at least two (2) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.

## 15.05 Adoption Leave

- a) Where an employee, with at least ten (10) months' of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks' duration or such greater time as may be required by the Adoption Agency concerned, 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.
- b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to January 10, 1989, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) 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 such benefits for a maximum period of fifteen (15) weeks.

## 13.05 Adoption Leave

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.

- c) It is understood that during any such leave, credit for service for the purposes of salary increment, vacations, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly.
- d) In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of the absence. Credit for competitive seniority (as distinguished from benefit seniority) shall accumulate during the period of the leave.

Effective April 10, 1989, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

Credits for seniority shall accumulate during the period of the leave.

Effective April 10, 1989, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave,

- e) An employee returning from adoption leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available.

Effective April 10, 1989, an employee intending to resume employment with the Employer is required to advise the Employer, in writing, two (2) weeks prior to the expiry of the leave of absence for adoption. 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, and at the same rate of pay.

## 15.06 Full Time Union Office

- a) 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 selected 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, 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.

## ARTICLE 15 - LEAVES OF ABSENCE: (cont'd)

- b) 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 of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- d) The cumulative total of leaves granted shall not exceed thirty (30) days in a calendar year, and it is agreed that not more than four (4) employees shall be absent on such leave at the same time.

## 15.08 Personal Leave

- a) The Hospital may grant leave of absence, without pay, to any employee for legitimate personal reasons, and any employees who are absent with such written permission shall not be considered to be laid off and their seniority shall continue to accumulate during their absence for the first thirty (30) calendar days.
- b) Requests for such leave of absence must be made at least one (1) month in advance, except in cases of emergency. It is understood that such leave will be granted with due regard to the proper coverage in those Departments from which employees are requesting leave.

## ARTICLE 16 - HOURS OF WORK:

## 16.01 Daily and Weekly Hours of Work

- a) The Hospital does not guarantee work for the following hours or any other hours. The regular hours of work for all employees shall be seven and one-half (7 1/2) hours per shift and shall average thirty-seven and one-half (37 1/2) hours exclusive of meal times averaged over the four (4) week schedule. The regular hours of work for maintenance engineers shall be eight (8) hours per shift and shall average forty (40) hours, inclusive of a paid one-half (1/2) hour meal period per day, averaged over the four (4) week schedule.
- b) The regular working schedule for employees other than orderlies shall be composed of five (5) tours per week averaged over a four (4) week period.

## ARTICLE 16 - HOURS OF WORK: (cont'd)

- c) It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice-versa, It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason 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.

## 16.02 Rest Periods

- a) All employees will be allowed two (2) rest periods per day of fifteen (15) minutes duration without reduction in pay and without increasing the regular working hours.
- b) 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.

## 16.03 Time Off Between Shifts

not applicable

## 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 (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week 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 requires 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.

Weekend is defined as the forty-eight (48) hour period commencing no later than 2330 hours Friday.

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.

## ARTICLE 16 - HOURS OF WORK: (cont'd)

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

## 16.05 Lunch or Meal Periods

Each employee shall be allowed a minimum of thirty (30) minute meal period. Lunch periods shall not be interrupted except in cases of emergency. If an employee has his lunch period interrupted for an emergency, he shall receive the remaining time lost once the emergency situation is no longer in effect.

## 16.06 Posting of Schedules

Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period, and will not be changed without the consent of both parties except in a case of emergency.

## 16.07 Exchange of Shifts

The Hospital may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.

## 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 the Wage Schedule of this Agreement.

## 17.02 Definition of Overtime (Overtime Premium)

- a) Authorized time worked in excess of the employee's normal daily hours or in excess of the hours over the schedule as defined in Article 16.01 above, shall be paid at the rate of one and one-half (1 1/2) times the employee's basic hourly rate.
- b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

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

## ARTICLE 17 - PREMIUM PAYMENT: (cont'd)

## 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 two dollars and ten cents (\$2.10) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works 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 three (3) hours of work or three (3) hours' pay at the rate of time and one-half (1 1/2) 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 (1 1/2) after which they shall revert back to the regular shift.
- b) Call-back pay shall cover all calls within the minimum three (3) hour period provided for under (a) above. If a second call takes place after three (3) 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 (2) call-back premiums within one (1) such three (3) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.
- c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half (2 1/2) times his regular straight time hourly rate for all hours actually worked on such call-back or three (3) hours' pay at time and one-half (1 1/2) his straight time hourly rate, subject to the other provisions set out above.

## 17.06 Shift Premium

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 a Hospital 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 (1/2) of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

## ARTICLE 17 - PREMIUM PAYMENT: (cont'd)

## 17.08 Overtime - Lieu Time

The Hospital agrees that employees shall not be required to take time off to avoid payment of overtime. If an employee agrees to take time off in lieu of overtime pay, the time off will be calculated on the basis of time and one-half (1 1/2) for all hours worked.

Where an employee requests time off, in lieu of overtime pay, and such request can be granted, it will be at a mutually agreeable time.

## 17.09 Paid Time to Working Time

not applicable

## 17.10 No Pyramiding

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided, nor shall the same hours 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

a) 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.

b) 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

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of seventy dollars (\$70.00) per year in a lump sum payment in the first pay period of November of each year.

## 18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to his home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of thirty-five cents (\$.35) 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 SAFETY:

## 19.01 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 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 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.

## 19.02 Protective Clothing

- a) The Hospital agrees to continue its present practice with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear.

## ARTICLE 19 - HEALTH AND SAFETY: (cont'd)

The Hospital further agrees to meet directly with the Representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

- b) Effective September 1, 1988, and on that date for each subsequent year, the Hospital will provide thirty-five dollars (\$35.00) per year to each full time employee who is required by the Hospital to wear safety footwear during the course of his duties.

## ARTICLE 20 - PAID HOLIDAYS:

- 20.01 a) The recognized holidays for this Agreement shall be:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day
Remembrance Day	2nd Monday in June	Easter Monday

- 20.02 To qualify for payment for Statutory Holidays, the employee must work his regular scheduled shift immediately preceding and succeeding the Holiday unless absent by reason of legitimate illness confirmed by medical certificate, if requested, and such illness commenced within thirty (30) days prior to the date of the Statutory Holiday.

- 20.03 Due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays. When work is performed on a Statutory Holiday, payment will be at time and one-half (1 1/2) in addition to the holiday pay or time off in lieu if it is convenient to the Hospital.

- 20.04 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 (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

- 20.05 If any of the above-named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off or payment for holiday in lieu of the day off, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Head of the Department.

## ARTICLE 21 - VACATIONS:

- 21.01 Entitlement and Calculation of Payment

- i) Effective October 10, 1986, and subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

ARTICLE 21 - VACATIONS: (cont'd)

- ii) An employee who has completed less than one (1) year of continuous service as of March 31st shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his service,
- iii) An employee who has completed one (1) year but less than three (3) years' of continuous service as of March 31st shall be entitled to two (2) weeks' annual vacation with pay.
- iv) An employee who has completed two (2) years' but less than six (6) years' of continuous service as of March 31st shall be entitled to three (3) weeks' annual vacation with pay.
- v) An employee who has completed six (6) years' but less than seventeen (17) years' of continuous service as of March 31st shall be entitled to four weeks' annual vacation with pay.
- vi) An employee who has completed seventeen (17) or more years' of continuous service as of March 31st shall be entitled to five (5) weeks' annual vacation with pay.
- vii) Effective the second year the vacation entitlement will be as follows: four (4) weeks after five (5) years, five (5) weeks after fifteen (15) years and six (6) weeks after twenty-five (25) years.
- ix) Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.02 Approved Leave of Absence During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the 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.

21.03 Vacation Scheduling

- a) For the purpose of calculating vacation entitlement and vacation pay, the vacation year will be from April 1st to March 31st.
- b) All normal deductions made from an employee's pay will be made from the vacation pay.

## ARTICLE 21 - VACATIONS: (cont'd)

- c) Vacations may not be accumulated from one year to the next.
- d) All vacation periods will be arranged with an employee's Department Head, with consideration being given to the employee's wishes and the needs of the Department. Up to and including the 31st of March of the year in which the vacation is scheduled, employees shall be given the preference as to the selection of their vacation on the basis of their seniority. Subsequent to the 31st of March, employee requests shall be granted on the first come, first serve basis.

## ARTICLE 22 - HEALTH AND INSURED BENEFITS:

## 22.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of the participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

- a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan.
- b) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier,
- c) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual).

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight (8) hour shifts in any calendar year.

- d) The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other Group Life Insurance Plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction,

Effective April 1, 1989, the Hospital's contribution to the group life insurance plan will be one hundred percent (100%).

## ARTICLE 22 - HEALTH AND INSURED BENEFITS: (cont'd)

- e) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

## 22.02 Change of Carrier

The Hospital may, at any time, substitute another carrier for any Plan (other than OHIP) provided that the benefits provided thereby are substantially the same.

## 22.03 Pension

All employees of the Prince Edward County Memorial Hospital are required to join the Hospitals of Ontario Pension Plan as a condition of employment in accordance with the terms and conditions of the plan.

## ARTICLE 23 - INJURY AND DISABILITY:

## 23.01 Workers' Compensation Injury

In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer 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 - SICK LEAVE:

## 24.01 Sick Leave and Long Term Disability

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HODIP) brochure,

- 24.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HODIP or an equivalent Plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months' or more of service shall be deemed to have three (3) months' of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

## ARTICLE 24 - SICK LEAVE: (cont'd)

24.03 Effective December 31, 1982, the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- a) supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages, and
- b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
- d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

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

24.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

24.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

## ARTICLE 24 - SICK LEAVE: (cont'd)

## 24.07 Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

24.08 The Hospital shall maintain a record of accumulated days sick credit for each employee.

24.09 When an employee claims to be sick, the Hospital reserves the right to require proof of illness by medical certificate.

24.10 Employees claiming sick pay benefits will observe the following procedures:

- a) employees taken ill or suffering an accident during working hours, will notify the Head of their Department, or a person designated by the Department Head, before the employee leaves his duties;
- b) when the illness or accident takes place at times other than the employee's normal working hours, the employee will endeavour to notify his Department Head, or a person designated by the Department Head, as soon as possible and in any case not later than one (1) hour prior to the time at which the employee would normally report for duty on the day shift, and three (3) hours prior to the time at which the employee would report for duty on the afternoon or night shift.
- c) In the case of employees who have exhausted their sick leave, the Hospital may require the employee to provide statements from his attending physician as to his condition and the anticipated date he will return to work.

## 24.11 Part Time Employees

Subject to the terms of this Agreement, employees working more than twenty-four (24) hours but less than forty (40) hours per week on a regularly scheduled basis, shall be entitled to all rights and privileges contained in this Agreement and shall receive the same proportion of wages, sick leave, vacation privileges, paid Statutory Holidays as their total time worked bears to full time employees using as a basis of computation the entitlement of full time employees as outlined in this Agreement.

## ARTICLE 25 - COMPENSATION:

## 25.01 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent

## ARTICLE 25 - SICK LEAVE: (cont'd)

plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks,

## 25.02 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. Any such claim shall be accompanied by verification of previously related 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 two (2) years' 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.

## 25.03 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the Bargaining Unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one (1) 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).

## 25.04 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 (1/2) 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.

## 25.05 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.



## ARTICLE 25 - COMPENSATION: (cont'd)

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 Premium

The Plumber/Electrician differential will be thirty cents (\$.30) per hour above the 4th Class Engineer Classification.

## ARTICLE 26 - DISCIPLINE CASES:

26.01 A written warning shall be prepared in triplicate and two (2) copies shall be provided to the employee. The employee must sign the original copy acknowledging receipt. The signature is not to be construed as an admission of guilt or agreement with the action taken by the Hospital.

## 26.02 Access to Files

Each employee shall have reasonable access to his file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of his Supervisor.

## ARTICLE 27 - BULLETIN BOARDS:

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

## ARTICLE 28 - TIMEKEEPING ARRANGEMENTS:

- 28.01 a) Each employee shall conform to the timekeeping requirements of the Hospital.
- b) No allowances will be made for time on the record outside of the employee's scheduled working hours unless authorized on each occasion by the employee's Department Head.
- c) Employees desiring to leave the Hospital premises prior to normal quitting time must obtain permission from his Department Head before leaving his work.

## ARTICLE 29 - PAY PROCEDURES:

29.01 If the effective date for any increase in hourly compensation occurs between pay periods, the days of the new rate of pay will be included in the first practical pay period without undue delay.

## 29.02 Pay Days

All employees shall be paid on a bi-weekly pay system.

## ARTICLE 30 - PRINTING OF CONTRACTS:

30.01 The Hospital agrees to pay fifty percent (50%) of the cost of printing the contracts in booklet form.

## ARTICLE 31 - WORK APPAREL:

31.01 Uniforms and working apparel must be worn at all required times, and employees are expected to report to their working place at their starting time attired for the performance of their duties.

## ARTICLE 32 - MISCELLANEOUS:

32.01 The Hospital will provide the Union with a copy of the amended or new job descriptions.



## ARTICLE 33 - DURATION:

## 33.01 Renewal

- a) 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.
- b) 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 as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

## 33.02 Term

This Agreement will continue in effect until October 10, 1991, and will continue in effect from year to year thereafter unless either-party gives to the other party notice, in writing, not earlier than three (3) calendar months' nor later than one (1) calendar month prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

## 33.03 Retroactivity

Retroactivity to October 10, 1989, shall apply only to the general wage increase and classification adjustments and shall be paid since that date. The existing percentage in lieu of benefits will be calculated and paid on the retroactive payments for part time employees, for the period from October 11, 1989, to the date of effecting the increase. Such retroactivity shall be paid as soon as possible but no later than sixty (60) days from the date of ratification.

Employees who have terminated their employment since October 11, 1989, shall be given notice by registered mail within thirty (30) days of the date of ratification at their address last known by the Hospital and shall have sixty (60) days within which to claim retroactive payment.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the payroll system does not allow for such separate cheques, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculation.

The Hospital will make every effort to pay the new wages within one (1) pay period.

SIGNED and DATED at PICTON, ONTARIO this \_\_\_\_ day of \_\_\_\_\_, 1991.

FOR THE HOSPITAL

FOR THE UNION

\_\_\_\_\_  
Linda Coughlin  
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\_\_\_\_\_  
Linda Mann  
\_\_\_\_\_  
Janet Mitchell  
\_\_\_\_\_  
Bonnie Bawerstock.  
\_\_\_\_\_  
Maureen Kerr  
\_\_\_\_\_  
\_\_\_\_\_

## JOB CLASSIFICATIONS AND WAGE RATES

CLASSIFICATIONS	EFFECTIVE DATE	START	6 MONTHS	1 YEAR	2 YEARS
Dietary Aides Housekeeping Aides Kitchen Porter Physio Aide	October 11/89	\$11.91	\$12.02	\$12.08	\$12.15
	P.E. Jan/90(.25)	\$12.16	\$12.27	\$12.33	\$12.40
	October 11/90	\$13.01	\$13.13	\$13.19	\$13.27
	P.E. Jan/91(.27)	\$13.28	\$13.40	\$13.46	\$13.54
Physio Aide (experienced)	October 11/89	\$12.28	\$12.34	\$12.42	\$12.53
	P.E. Jan/90(.21)	\$12.49	\$12.55	\$12.63	\$12.74
	October 11/90	\$13.36	\$13.43	\$13.51	\$13.63
	P.E. Jan/91(.22)	\$13.58	\$13.65	\$13.73	\$13.85
Cleaner	October 11/89	\$12.59	\$12.68	\$12.77	\$12.85
	October 11/90	\$13.47	\$13.57	\$13.66	\$13.75
Cook II	October 11/89	\$12.77	\$12.85	\$12.94	\$13.02
	P.E. Jan/90(.18)	\$12.95	\$13.03	\$13.12	\$13.20
	October 11/90	\$13.86	\$13.94	\$14.04	\$14.12
	P.E. Jan/91(.19)	\$14.05	\$14.13	\$14.23	\$14.31
Cook I (certified)	October 11/89	\$12.94	\$13.02	\$13.10	\$13.19
	P.E. Jan/90(.18)	\$13.12	\$13.20	\$13.28	\$13.37
	October 11/90	\$14.04	\$14.12	\$14.21	\$14.31
	P.E. Jan/90(.19)	\$14.23	\$14.31	\$14.40	\$14.50
Orderly	October 11/89	\$13.23	\$13.31	\$13.41	\$13.49
	October 11/90	\$14.16	\$14.24	\$14.35	\$14.43
R.N.A.	October 11/89	\$13.43		\$13.55	\$13.70
	P.E. Jan/90(.17)	\$13.60		\$13.72	\$13.87
	October 11/90	\$14.55		\$14.68	\$14.84
	P.E. Jan/91(.18)	\$14.73		\$14.86	\$15.02
Porter	October 11/89	\$12.58	\$12.66	\$12.77	\$12.84
	October 11/90	\$13.46	\$13.55	\$13.66	\$13.74
4th Class Engineer	October 11/89	\$15.09			
	October 11/90	\$16.15			
Maintenance	October 11/89	\$14.45			
	October 11/90	\$15.46			
Storeperson/Buyer	October 11/89	\$14.72	\$14.85	\$14.98	\$15.12
	October 11/90	\$15.75	\$15.89	\$16.03	\$16.18

## LETTER OF INTENT

RE: LIABILITY INSURANCE

Upon request of the Local Union, and with reasonable notice, the Hospital will provide a Union Representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union,

## LETTER OF UNDERSTANDING

It is understood and agreed that one full time Registered Nursing Assistant hours of work may be scheduled in the same fashion as those of the full time orderlies, and an overtime premium will not be payable for hours worked in excess of seven and one-half (7 1/2) in a **day**.

DATED at Picton, Ontario, this            day of            1991.

ON BEHALF OF THE HOSPITAL.

\_\_\_\_\_  
Linda Coughlin

\_\_\_\_\_  
Am. Esc.

\_\_\_\_\_  
Chambers

ON BEHALF OF THE UNION.

\_\_\_\_\_  
Linda Mann

\_\_\_\_\_  
Janet Mitchell

\_\_\_\_\_  
Bonnie Bawerstock

\_\_\_\_\_  
Marilyn Kerr

LETTER OF UNDERSTANDING

Re: ERRORS IN PAY CHEQUES

For payroll errors of more than \$5.00 the Hospital will endeavour to correct the error as soon as possible.

The employee is obliged to notify the Hospital of such errors.

SIGNED and DATED at PICTON, Ontario, this                    day of                    , 1991.

ON BEHALF OF THE HOSPITAL

ON BEHALF OF THE UNION

\_\_\_\_\_

*Linda Caughlin*

\_\_\_\_\_

*Audrey*

\_\_\_\_\_

*D. S. Kee*

\_\_\_\_\_

*Linda Keener*

\_\_\_\_\_

*Janet Mitchell*

\_\_\_\_\_

*Bonnie Bawerstock*

\_\_\_\_\_

*Marilyn Keen*

\_\_\_\_\_



## LETTER OF UNDERSTANDING

The Hospital will provide two uniforms initially to maintenance employees. In November of 1987 and annually these employees will receive the allotted uniform allowance. Uniforms for maintenance personnel are not required to comply with the Hospital dress code.

Style and colour are to be chosen by the employees.