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COLLECTIVE AGREEMENT

BETWEEN

**ST. JOSEPH'S HOSPITAL
HAMILTON, ONTARIO**

and

**CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 786**

PART-TIME

EXPIRES: SEPTEMBER 28, 1991

ACB 14 1992

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ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

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

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probationary 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.

2.02 Part-Time Commitment

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

2.03 Regular Part-Time Employee

A part-time employee in the bargaining unit who makes a commitment to the Hospital to be available to be scheduled for work by the Hospital on a regular predetermined basis and in respect of whom such predetermined scheduling occurs.

2.04 Casual Part-Time Employee

A part-time employee in the bargaining unit who is employed on a relief or replacement basis and who is available for call-ins as circumstances demand.

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

ARTICLE 4 - STRIKES & LOCKOUTS

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement

continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - NO OTHER AGREEMENTS

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - Labour Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. It is agreed that the Union representatives on the Committee shall represent both the full-time and the part-time bargaining units and that the Committee contemplated by Article 6.02 of the full-time collective agreement shall not be duplicated. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

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

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

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

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

6.03 - Local Bargaining Committee

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

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

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

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

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

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

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

6.06 Grievance Committee

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For the purposes of this Agreement, a grievance is defined as a *difference* arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine

(9) calendar days, it shall then be taken up as a Grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within the nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by the agreement of the parties. It is understood and agreed that a representative of the

Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provision of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or

Arbitration Procedure by:

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

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

7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided.

If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time

name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to **effect** such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply

strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act.

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

ARTICLE 8 - ACCESS TO FILES

8.01 - Access to Personnel File

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

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work (or 337.50 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 - Loss of Seniority

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

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

(g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

9.04 - Job Posting

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

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

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

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

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

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

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

The posting shall state the position and wage rate along with a general description of the requirements to fill the vacancy. No posting will be made in the case of temporary vacancies, which vacancies shall include those caused by illness or vacation periods.

9.05 Transfer and Seniority Outside the Bargaining Unit

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

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

Note: Employees outside the bargaining unit as of (the effective date as set out in the Local Provisions Appendix) will be credited with whatever seniority they held under the collective agreement expiring September 26, 1984 should they be returned to the bargaining unit subsequent to (the effective date as set out in the Local Provisions Appendix).

9.06 - Transfer of Seniority and Service

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

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

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

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

9.07 - Notice of Layoff

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

- (a) provide the Union with no less than 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 cut-back and employees to **be** laid off.

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

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

9.08 - Layoff and Recall

In the event of lay-off, 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,

An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off; 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 lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

An employee shall have the opportunity to recall from a lay-off to an available opening, in order of seniority, provided he has

the ability to perform the work before such opening is filled on a regular basis *under a* job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

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

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

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

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

The provisions of this Article shall only apply to regular part-time employees.

9.09 - Technological Change

The Hospital undertakes to notify the Union in advance so far as practicable, of any technological changes which the Hospital has

decided to introduce which will significantly change the status of employees within the bargaining unit.

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

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

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

ARTICLE 10 - CONTRACTING OUT

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

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

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

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

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

12.02 - Union Business

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

unreasonably denied.

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

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

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

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

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

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

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

(b) Leave for OCHU President

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

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

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

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

12.04 - Bereavement Leave

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

brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

12.05 - Jury & Witness Duty

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

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

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

12.06 - Maternity Leave

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

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

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

An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be the equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to commencement of the leave times her normal weekly hours.

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

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

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

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

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

12.07 - Adoption Leave

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

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

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

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

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

12.08 - Education Leave

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

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

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

ARTICLE 13 - INJURY PAY

13.01 - Injury Pay

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

ARTICLE 14 - HOURS OF WORK

14.01 - Daily and Weekly Hours of Work

The standard work day for all employees shall be 7 1/2 hours exclusive of one-half hour unpaid meal break. The meal period shall be an uninterrupted period except in cases of emergency. Such hours shall be worked in accordance with shift schedules as determined by the Hospital.

14.02 - Rest Periods

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition Overtime

- (a) Any hours worked by an employee in addition to 7 1/2 hours per day, or in excess of 75 hours in a two week pay period, shall be paid for at overtime rates.
- (b) An employee shall be paid at his regular straight time rate of pay according to the hours worked when the time changes from Daylight Saving Time to Eastern Standard Time, and vice versa.

15.03 - Overtime Premium and No Pyramiding

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

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

15.04 - Time Off in Lieu of Overtime

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

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

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

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

15.07 - Standby

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

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

15.08 - Temporary Transfer

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

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

15.09 - Shift Premium

Employees shall be paid a shift premium for forty-five (45c) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours

ARTICLE 16 - HOLIDAYS

16.01 - Payment for Working on a Holiday

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

16.02 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 Part-Time Entitlement, Qualifiers and Calculation of Payment

- (a) For the purpose of calculating vacations and eligibility, the vacation year shall be the fifty-two week period most closely approximating May 1 of any year to April 30 of the following year and references in the Article to the period May 1 to April 30 shall be interpreted to refer to this fifty-two week period.
- (b) Part-time employees shall receive vacation pay due on the first pay in June of each year.

A regular part-time employee who has completed less than 3,450 hours of continuous service as of April 30 shall receive two (2) weeks vacation and vacation pay of 4% of gross earnings.

A regular part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of April 30 shall receive three weeks vacation and vacation pay of 6% of gross earnings.

A regular part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service as of April 30 shall receive four (4) weeks of vacation and vacation pay of 8% of gross earnings.

A regular part-time employee who has completed 25,875 but less than 43,125 hours of continuous

service as of April 30 shall receive five (5) weeks of vacation and vacation pay of 10% of gross earnings.

A regular part-time employee who has completed 43,125 hours of continuous service or more as of April 30 shall receive six (6) weeks of vacation and vacation pay of 12% of gross earnings.

Progression on Vacation Schedule (Part-Time)

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

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

17.02 - Work D

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

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES

18.01 - Benefits for Part-time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Hospital, as part of direct Compensation or otherwise, including

holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 19 - HEALTH AND SAFETY

19.01 - Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall **serve** for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident

Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE 20 - COMPENSATION

20.01 - Job Classification

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

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

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

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

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



20.02 - Promotion to a Higher Classification

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

20.03 - Progression on the Wage Grid (Part-Time)

Effective October 10, 1986, part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked. Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - DURATION

21.01 - Term

This Agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 1991. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

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

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

DATED AT HAMILTON, ONTARIO THIS 1th DAY OF JUNE, 1991.

FOR THE LOCAL UNION

Michael Tracey _____

Michele Columbus _____

Barry Lowther _____

FOR THE HOSPITAL

Allan Greve _____

William Lyall _____

Sister Nancy Sullivan _____

Constance Morley _____

David Savage _____

LETTER OF INTENT

The parties agree that:

- (a) voluntary service, rehabilitation, and work experience programs;
- (b) the return to work following W.C.B. disability:
and
- (c) the option of alternative employment during pregnancy for employees working with video display units

may be matters for discussion at Labour Management meetings.

LETTER OF INTENT

The parties agree that for purposes of Article 12.06 .04 - Maternity Leave, an employee's normal weekly hours shall be calculated by reference to the twenty (20) week period preceding the commencement of the employee's maternity leave.

APPENDIX "A"

STEWARDS AND ZONES

STEWARDS AND THE ZONES WITHIN WHICH THEY ARE RECOGNIZED:

| <u>NO. OF STEWARDS</u> | <u>ZONE</u> |
|------------------------|---|
| 1 | Fontbonne |
| 1 | Maintenance and General Stores |
| 1 | Linen Service |
| 2 | Food Service and Cafeteria |
| 1 | S.P.D. Dept., Pharmacy and Splint Room |
| 2 | Emergency, Laboratory, Radiology and Admitting |
| 1 | Operating Room and Outpatients |
| 2 | Housekeeping - Medical and Surgical and Physiotherapy |
| | Housekeeping - Maternity |
| | Ward Services - Maternity |
| 1 | Ward Services - Medical and Surgical |
| 1 | Housekeeping - Night Shift |
| 1 | Psychiatry Clerical and Social Workers |
| 1 | Payroll, Accounting, Medical Records |
| 1 | Patients' Accounts, Admitting, and Emergency |
| 1 | Medical Offices, Radiology and Laboratory |
| 1 | Information, Nursing Offices |

- NOTE #1 Ward Service is defined as representing Nursing Assistants, Orderlies, and Ward Clerks in the areas designated.
- NOTE #2 The numbers of stewards and the arrangements of zones may be varied by mutual consent of the parties.
- NOTE #3 The Union shall supply the Hospital with an up-to-date listing of all stewards and zones which they represent in January of each year. In addition, the Union will advise the Hospital promptly in writing of any changes to the listing provided above.
- NOTE #4 It is understood that the Stewards may be either full-time or part-time employees and that they shall represent both the full-time and part-time service units so that there are no more than twenty (20) Stewards representing both units.

APPENDIX "B"

HOURLY WAGE RATES

| <u>CLASSIFICATION</u> | <u>START</u> | <u>AFTER 1 YR.</u> | <u>AFTER 2 YRS.</u> | |
|-----------------------|--------------|------------------------|-------------------------|-------------|
| <u>FOOD SERVICE</u> | | | | |
| Dietary Aide | 12.0377 | 12.1675 | 12.2968 | Sept. 29/89 |
| | 12.8803 | 13.0192 | 13.1576 | Sept. 29/90 |
| Diet Aide I | 12.1675 | 12.2968 | 12.4258 | Sept. 29/89 |
| | 13.0192 | 13.1576 | 13.2956 | Sept. 29/90 |
| Cashier | 12.2968 | 12.4258 | 12.5554 | Sept. 29/89 |
| Salad Maker | 13.1576 | 13.2956 | 13.4343 | Sept. 29/90 |
| Diet Aide 2 | 12.4478 | 12.5776 | 12.7061 | Sept. 29/89 |
| | 13.3191 | 13.4580 | 13.5955 | Sept. 29/90 |
| Dietary General Help | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |
| Dish & Pot Washer | 12.9759 | 13.1055 | 13.2350 | Sept. 29/89 |
| | 13.8842 | 14.0229 | 14.1615 | Sept. 29/90 |
| Cook I | 13.5254 | 13.6555 | 13.7840 | Sept. 29/89 |
| | 14.4722 | 14.6114 | 14.7489 | Sept. 29/90 |
| Cook 2 | 13.5254 | 13.6555 | 13.7840 | Sept. 29/89 |
| | 14.4722 | 14.6114 | 14.7489 | Sept. 29/90 |
| Butcher | 14.4326 | 14.5624 | 14.6915 | Sept. 29/89 |
| Pastry Cook | 15.4429 | 15.5818 | 15.7199 | Sept. 29/90 |
| Senior Cook | | | | |

APPENDIX "B"

HOURLY WAGE RATES

| CLASSIFICATION | START | AFTER 1 YR. | AFTER 2 YRS. | |
|--|----------------------|------------------------|-------------------------|----------------------------|
| NURSING | | | | |
| Unit Communication Clerk | '12.6737 '13.5609 | 12.9234 13.8280 | 13.1739 14.0961 | Sept. 29/89 Sept. 29/90 |
| Non-reg. Nursing Assistant | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| Patient Assistant 1 | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |
| Patient Assistant 2 | '13.1055 '14.0229 | 13.2350 14.1615 | 13.3638 14.2993 | Sept. 29/89 Sept. 29/90 |
| Patient Assistant 3 | 13.5065 | 13.6346 | 13.7648 | Sept. 29/89 |
| Child Care Worker Assistant Psychiatric Assistant Reg. Nursing Assistant | 14.4520 | 14.5890 | 14.7283 | Sept. 29/90 |

APPENDIX "B"

HOURLY WAGE RATES

| <u>CLASSIFICATION</u> | <u>START</u> | <u>AFTER 1 YR.</u> | <u>AFTER 2 YRS</u> | |
|--------------------------------|--------------------|------------------------|------------------------|----------------------------|
| <u>HOUSEKEEPING</u> | | | | |
| Cleaner 1 | 12.1458 12.9960 | 12.2748 13.1340 | 12.4037 13.2720 | Sept. 29/89 Sept. 29/90 |
| Cleaner 2 | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| Labour & Delivery Attendant | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |
| General Help | 13.1055 14.0229 | 13.2350 14.1615 | 13.3638 14.2993 | Sept. 29/89 Sept. 29/90 |
| Gardener | 14.1075 15.0950 | 14.3014 15.3025 | 14.4953 15.5100 | Sept. 29/89 Sept. 29/90 |
| <u>LABORATORY</u> | | | | |
| Lab Helper | 12.2800 13.1396 | 12.4089 13.2775 | 12.5391 13.4168 | Sept. 29/89 Sept. 29/90 |
| Morgue Attendant | 13.1055 14.0229 | 13.2350 14.1615 | 13.3638 14.2993 | Sept. 29/89 Sept. 29/90 |
| <u>LINEN SERVICE</u> | | | | |
| Linen Keeper | 12.4258 | 12.5554 | 12.6845 | Sept. 29/89 |
| Seamstress | 13.2956 | 13.4343 | 13.5724 | Sept. 29/90 |
| General Help | 13.1055 14.0229 | 13.2350 14.1615 | 13.3638 14.2993 | Sept. 29/89 Sept. 29/90 |

APPENDIX "B"

HOURLY WAGE RATES

| CLASSIFICATION | START | AFTER 1.YR. | AFTER 2.YRS. | |
|--|---------------------------|---------------------------|---------------------------|----------------------------|
| <u>OPERATING ROOM</u> | | | | |
| O.R. Attendant | 12.8788 13.7803 | 13.0084 13.9190 | 13.1374 14.0570 | Sept. 29/89 Sept. 29/90 |
| Anaesthetic Technician Fracture Room Technician O.R. Technician | 13.5065 14.4520 | 13.6346 14.5890 | 13.7648 14.7283 | Sept. 29/89 Sept. 29/90 |
| <u>PHARMACY</u> | | | | |
| Pharmacy Helper | 12.1675 13.0192 | 12.2968 13.1576 | 12.4258 13.2956 | Sept. 29/89 Sept. 29/90 |
| Storesperson | 13.1680 14.0898 | 13.2969 14.2277 | 13.4263 14.3661 | Sept. 29/89 Sept. 29/90 |
| <u>PHYSIOTHERAPY</u> | | | | |
| Physiotherapy Attendant | 12.8788 13.7803 | 13.0084 13.9190 | 13.1374 14.0570 | Sept. 29/89 Sept. 29/90 |
| Orderly | 13.5065 14.4520 | 13.6346 14.5890 | 13.7648 14.7283 | Sept. 29/89 Sept. 29/90 |
| <u>OCCUPATIONAL THERAPY</u> | | | | |
| Occupational Therapy Aide | 12.8788 13.7803 | 13.0084 13.9190 | 13.1374 14.0570 | Sept. 29/89 Sept. 29/90 |

APPENDIX "B"

HOURLY WAGE RATES

| CLASSIFICATION | START | AFTER 1 YR. | AFTER 2 YRS. | |
|--|--------------|------------------------|-------------------------|-------------|
| PRINTING | | | | |
| Printer's Assistant | 13.1055 | 13.2350 | 13.3638 | Sept. 29/89 |
| Typesetter | 14.0229 | 14.1615 | 14.2993 | Sept. 29/90 |
| RESPIRATORY THERAPY | | | | |
| Technician Assistant | 13.5065 | 13.6346 | 13.7648 | Sept. 29/89 |
| | 14.4520 | 14.5890 | 14.7283 | Sept. 29/90 |
| Supply Assistant II | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |
| SUPPLY, PROCESSING & DISTRIBUTION | | | | |
| Supply Assistant I | 12.4400 | 12.5691 | 12.6983 | Sept. 29/89 |
| | 13.3108 | 13.4489 | 13.5872 | Sept. 29/90 |
| Porter | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| Supply Assistant II | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |
| STORES | | | | |
| Porter | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |
| Receiver | 13.1680 | 13.2969 | 13.4263 | Sept. 29/89 |
| Storeperson | 14.0898 | 14.2278 | 14.3661 | Sept. 29/90 |
| Senior Receiver | 13.5254 | 13.6555 | 13.7840 | Sept. 29/89 |
| Senior Storeperson | 14.4722 | 14.6114 | 14.7489 | Sept. 29/90 |

APPENDIX "B"

HOURLY WAGE RATES

| <u>CLASSIFICATION</u> | <u>START</u> | <u>AFTER 1 YR.</u> | <u>AFTER 2 YRS.</u> | |
|-----------------------|--------------|------------------------|-------------------------|-------------|
| Dark Room Developer | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| X-Ray Attendant | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |
| Orderly | 13.5065 | 13.6346 | 13.7648 | Sept. 29/89 |
| Procedures Assistant | 14.4520 | 14.5890 | 14.7283 | Sept. 29/90 |

WOMENS DETOXIFICATION CENTRE

| | | | | |
|-----------|---------|---------|---------|-------------|
| Attendant | 12.8788 | 13.0084 | 13.1374 | Sept. 29/89 |
| | 13.7803 | 13.9190 | 14.0570 | Sept. 29/90 |

APPENDIX "C"

HOURLY WAGE RATES

| <u>CLASSIFICATION</u> | <u>START</u> | <u>AFTER 1 YR</u> | <u>AFTER 2 YRS</u> | <u>AFTER 3 YRS</u> | <u>AFTER 4 YRS</u> | |
|---|--------------|-----------------------|------------------------|------------------------|------------------------|-------------|
| Clerk 1 | 11.8777 | 12.1275 | 12.3660 | | | Sept. 29/89 |
| Telecom- municator 1 | 12.7091 | 12.9764 | 13.2316 | | | Sept. 29/90 |
| Clerk 2 | 12.3660 | 12.6162 | 12.8667 | | | Sept. 29/89 |
| Clerk Typist | 13.2316 | 13.4993 | 13.7674 | | | Sept. 29/90 |
| Medical Transcriber 1 | 12.4913 | 12.7410 | 12.9801 | | | Sept. 29/89 |
| | 13.3657 | 13.6329 | 13.8887 | | | Sept. 29/90 |
| Clerk 3 | 12.6737 | 12.9234 | 13.1739 | | | Sept. 29/89 |
| Library Technician | 13.5609 | 13.8280 | 14.0961 | | | Sept. 29/90 |
| Telecommunicator -2 | | | | | | |
| Medical Transcriber 2 | 12.7980 | 13.0488 | 13.2865 | | | Sept. 29/89 |
| | 13.6938 | 13.9622 | 14.2166 | | | Sept. 29/90 |
| Clerk 4 | 13.0488 | 13.2865 | 13.5365 | | | Sept. 29/89 |
| | 13.9622 | 14.2166 | 14.4841 | | | Sept. 29/90 |
| Secretary 1 | 12.7980 | 13.0488 | 13.2865 | 13.5365 | | Sept. 29/89 |
| | 13.6939 | 13.9622 | 14.2166 | 14.4841 | | Sept. 29/90 |
| Clerk 5 | 13.2865 | 13.6052 | 13.9010 | 14.2085 | | Sept. 29/89 |
| | 14.2166 | 14.5576 | 14.8741 | 15.2031 | | Sept. 29/90 |
| Secretary 2 | 13.2372 | 13.6622 | 14.0264 | 14.4008 | 14.7652 | Sept. 29/89 |
| | 14.1638 | 14.6186 | 15.0082 | 15.4089 | 15.7988 | Sept. 29/90 |
| Health Records Technician | 12.9234 | 13.1739 | 13.4119 | 13.6622 | 13.9010 | Sept. 29/89 |
| | 13.8280 | 14.0961 | 14.3507 | 14.6186 | 14.8741 | Sept. 29/90 |
| Health Records Administrator | 14.2085 | 14.5146 | 14.8216 | 15.1287 | 15.4355 | Sept. 29/89 |
| | 15.2031 | 15.5306 | 15.8591 | 16.1877 | 16.5160 | Sept. 29/90 |
| Senior Computer Operator | 13.6321 | 13.9590 | 14.2626 | 14.5777 | | Sept. 29/89 |
| | 14.5863 | 14.9361 | 15.2610 | 15.5981 | | Sept. 29/90 |

APPENDIX "D"

HOURLY WAGE RATES

| <u>CLASSIFICATION</u> | <u>START</u> | <u>AFTER 1 YR.</u> | <u>AFTER 2 YRS.</u> | |
|---|--------------------|------------------------|-------------------------|----------------------------|
| General Help | 13.1055 14.0229 | 13.2350 14.1615 | 13.3638 14.2993 | Sept. 29/89 Sept. 29/90 |
| Incinerator Operator | 13.1370 14.0566 | 13.2664 14.1950 | 13.3952 14.3329 | Sept. 29/89 Sept. 29/90 |
| Mechanic 1 Mason 1 | 15.2202 16.2856 | 15.4144 16.4934 | 15.6083 16.7009 | Sept. 29/89 Sept. 29/90 |
| Painter | 15.3605 16.4357 | 15.5547 16.6435 | 15.7403 16.8507 | Sept. 29/89 Sept. 29/90 |
| 4th Class Engineer | 15.3808 16.4575 | 15.5748 16.6650 | 15.7689 16.8727 | Sept. 29/89 Sept. 29/90 |
| Mechanic 2 | 15.8979 17.0108 | 16.1567 17.2877 | 16.4803 17.6339 | Sept. 29/89 Sept. 29/90 |
| 3rd Class Engineer | 16.1999 17.3339 | 16.4155 17.5646 | 16.6308 17.7950 | Sept. 29/89 Sept. 29/90 |
| Carpenter Electrician HVAC Mechanic Mason 2 Millwright Plumber Refrigeration Mechanic Steamfiner Sheet Metal Mechanic Electrical Draughtsman | 16.4374 17.5888 | 16.7605 17.9337 | 17.0839 18.2798 | Sept. 29/89 Sept. 29/90 |
| 2nd Class Engineer | 17.0531 18.2468 | 17.3804 18.5970 | 17.7061 18.9455 | Sept. 29/89 Sept. 29/90 |

APPENDIX "E"

MONTHLY WAGE RATES - SOCIAL WORK

CLASSIFICATION

Social Worker (BSW)

| START | AFTER 1 YR. | AFTER 2 YRS. | AFTER 3 YRS. | AFTER 4 YRS. | AFTER 5 YRS. | AFTER 6 YRS. | |
|-------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------|
| 2592 | 2673 | 2761 | 2848 | 2939 | 3035 | 3129 | 90/04/01 |
| 2742 | 2827 | 2918 | 3013 | 3109 | 3190 | 3309 | 91/04/01 |

Social Worker (MSW)

| START | AFTER 1 YR. | AFTER 2 YRS. | AFTER 3 YRS. | AFTER 4 YRS. | AFTER 5 YRS. | AFTER 6 YRS. | |
|-------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------|
| 3022 | 3138 | 3260 | 3389 | 3523 | 3657 | 3804 | 90/04/01 |
| 3198 | 3315 | 3445 | 3581 | 3720 | 3863 | 4033 | 91/04/01 |

APPENDIX "F"

RECOGNITION

The Hospital agrees to recognize the Union as the sole and exclusive bargaining agent of all lay employees of St. Joseph's Hospital save and except supervisors, persons above the rank of supervisor, Chief Engineer, Professional Medical Staff, Bacteriologists, Biochemists, Virologists, Paramedical Staff, including Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dietitians, Undergraduate Dietitians, Student Dietitians, Physiotherapists, Student Physiotherapists, Occupational Therapists, Student Occupational Therapists, Speech Pathologists, Recreational Therapists, Programmer Analysts, Systems Analysts, Technical Personnel, Photographers, Psychometrists, Psychiatric Clinicians, Technologists, Technicians, Accountants, Employees of the Human Resources Department, Infection Control Officer, Health Nurse, Confidential Secretaries to the following: President and Chief Executive Officer, Executive Vice President and Medical Director, Senior Vice-President/Patient Services, Assistant Vice President - Medical Services, Vice President, Planning and Programming, Vice President - Financial Services, Vice President - Nursing, Vice President - Hospital Services, Chief of Medical Staff, Administrative Assistant, Director of Laboratories, Director of Radiology, and persons for whom any trade union held bargaining rights as of November 18, 1986.

APPENDIX "G"

NO DISCRIMINATION

The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

APPENDIX "H"

RESERVATION OF MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the hospital to manage and direct its operation and affairs in all respects and without limiting or restricting that function, except that the exercise by the Hospital of its rights and functions shall not be contrary to the express provisions of any other article of this Agreement:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools and instruments, and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services, as may be deemed necessary in the interests of the safety and well-being of the Hospital, patients and the public;
- (c) To make, alter and enforce rules and regulations to be observed by the employees;

The Hospital will provide the Union with copies of any rules or regulations that are generally published or issued to employees;

- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge employees, to assign employees to shifts, and to increase and decrease working forces, provided that a claim of improper classification or claim of discriminatory promotion, demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

APPENDIX "I"

CHECK OFF

- (a) All employees shall be required to pay an amount equivalent to the regular bi-weekly Union dues, as determined from time to time, as a condition of employment. The Hospital shall deduct such dues each pay and remit such deductions to the Dues Secretary of the Local Union not later than the fifteenth day of the month following.
- (b) Such deductions ~~so remitted~~ shall ~~be~~ accompanied by a list of those employees from whom such deductions have been made. The check-off of dues shall commence in the second month of employment in the case of new employees hired on, or after, the effective date of this Agreement.
- (c) The Union agrees to save the Hospital harmless from all deductions made from an employee's pay as provided herein.

APPENDIX "J"

UNION REPRESENTATION

- (a) The Hospital **agrees to** recognize the following representatives of the Union:
- (i) 20 Stewards from among the employees in both the full-time and part-time service units in accordance with Appendix "A" which is attached hereto and forms part of this Agreement;
 - (ii) A Negotiating Committee of not more than 7 employees. It is understood that the Negotiating Committee shall represent both the full-time and part-time service units and that at least **two** (2) members of the committee shall be appointed from the part-time bargaining unit;
 - (iii) A Grievance Committee of not more than four **(4)** employees. It is understood that the Grievance Committee shall represent both the full-time and part-time **service** units and that at least one (1) member of **the** Grievance Committee shall be appointed from the part-time bargaining unit.
- (b) The Union shall keep the Hospital informed of the names of such representatives.
- c) Probationary employees shall not be eligible to serve as Stewards or Union Committee members.

APPENDIX "K"

SENIORITY

- a) The Hospital will maintain a Seniority List showing the hours accumulated by each employee in accordance with Article 9.02. The Hospital shall supply the Union with an up-to-date copy of the Seniority List once every four months. When determining the seniority of employees for the purpose of scheduling time off at Christmas or New Year's or vacation scheduling, the most recent seniority list provided by the Hospital under this Appendix shall be used.

APPENDIX "L"

SCHEDULING

- (a) The hours of work shall be scheduled in accordance with the requirements of the Hospital. However, the Hospital does not guarantee that work will be provided on a regular or any other basis.
- (b) In the case of regular part-time employees, the Hospital will schedule one week-end off in four. Should an employee be required to work the fourth week-end, he shall be paid time and one-half his regular straight time rate of pay for such time worked and this shall be applicable for every subsequent week-end worked until a week-end off is scheduled. This provision shall not apply in the case of employees who worked week-ends at their own request.
- (c) In the case of regular part-time employees, a schedule of shifts shall be posted at least two weeks in advance of the week to which it applies. In the case of a change in the posted shift of a regular part-time employee at the request of the Hospital with less than twenty-four (24) hours notice, the employee affected shall be paid time and one-half (1 1/2) his regular straight-time rate of pay for the first shift of the new schedule. Such premium shall not apply when the change in schedule is requested by the employee and agreed to by the Hospital.
- (d) When scheduled less than twelve (12) hours between full shifts, an employee will be paid time and one-half of his regular straight-time rate of pay for the hours worked on the second of the two full shifts. However, such premiums shall not be paid when scheduling is at the request of the employee.
- e) No employee shall be normally scheduled to work more than seven (7) consecutive days in a row except upon his own request.
- (f) (i) Insofar as it does not interfere with the efficient operation of the Hospital, the scheduling regulations

outlined in clause (b), (d), and (e) may be waived between December 15 and January 15 so that employees receive at least four (4) or more consecutive days off at either Christmas or New Year's. Christmas Eve and New Year's Eve shall be deemed to commence at 1500 hours.

- (f) (ii) Regular part-time employees shall be scheduled to work either the Christmas or New Year's period each year. The Hospital shall post a list by 1500 hours on the second Monday of September of each year upon which regular part-time employees will indicate their preference for working either Christmas or New Year's. Employees will sign in on their own areas. The employee's preference must be indicated by the second Monday of October. In scheduling time off, the seniority of employees under Appendix "K" shall be recognized within a department within a classification on the same time schedule, subject to the right of the Hospital to ensure that its staffing requirements are met. Staff hired after the second Monday of October in each year shall be assigned time off at Christmas or New Year's by the Hospital.
- (f) (iii) If required by the Hospital, regular part-time employees will be scheduled to work a fourth day during the Christmas or New Year's period.
- (g) It is agreed that casual part-time employees must be available for work on the following basis:
- (1) they must be available for work for eleven (11) months in each calendar year;
 - (2) they must be available for two (2) days per week during those eleven months;
 - (3) for those positions where shifts are scheduled, they must be available for two (2) shifts;
 - (4) they must be available to work a Saturday/Sunday combination once every three weekends;

(5) they must be available for three (3) of the Statutory Holidays set out in Appendix "M" each year. In addition, they must also be available for work on Christmas or New Year's. Christmas and New Year's will include the Eve and day of whichever holiday is to be worked.

All casual part-time employees shall indicate their availability for the next week to the Hospital in writing, in a manner to be determined by the Hospital on a departmental basis, by no later than Tuesday at 1200 hours of each week.

It is agreed that the above commitment of availability for these employees does not in any way alter their status as casual pari-time employees.

(h) Effective July 18,1988:

An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work shall be provided with a meal voucher valued at a maximum of \$4.00 or \$4.00 if the Hospital is unable to provide a meal voucher.

APPENDIX "M"

HOLIDAYS

(a) The following holidays will be recognized:

1. New Year's Day
2. Second Monday in February
3. **Good** Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Second Monday in November
11. Christmas Day
12. Boxing Day

APPENDIX "N"

VACATIONS

- (a) For the purposes of calculating vacations and eligibility, the vacation year shall be the fifty-two week period most closely approximating May 1 of any year to April 30 of the following year.
- (b) Vacations for regular part-time employees shall be scheduled and shall be taken during the vacation year following the vacation year in which the entitlement was earned.
- (c) The Hospital has the sole right to determine the number of employees who can be absent at any one time. Without limiting this right, it is agreed that no vacation shall be scheduled during the two week period in which Christmas and New Year's fall.
- (d) In scheduling vacations, the seniority of employees under Appendix "K" shall be recognized within a department and within a classification on the same time schedule, provided such employees comply with paragraph (e).
- (e) The Hospital will post a vacation request list by the first Monday in November of each year. Employees will have until the third Monday in February at 1500 hours to indicate their preference. Employees will indicate on the vacation request list their preference for vacation in accordance with the number of weeks to which they are entitled. On the first Monday in March, by 1500 hours, a list shall be posted listing those employees, in order of seniority, who were not granted vacation weeks as requested. These employees will indicate their preferences for the remaining vacation weeks by the third Monday in March by 1500 hours and they shall be granted such vacation in accordance with paragraph (d). The approved vacation schedules will be posted by no later than the first Monday in April of each year by 1500 hours.

(9) Employees entitled to two (2) weeks vacation shall be allotted vacation on a consecutive basis if the employee so desires.

Employees entitled to three (3) weeks vacation shall be allotted the first two (2) weeks of vacation on a consecutive basis. The third week of vacation will be allotted to an employee at a time acceptable to the Hospital.

Employees entitled to four (4) weeks vacation shall be allotted the first three (3) weeks of vacation on a consecutive basis, and the fourth week at a time acceptable to the Hospital.

Employees entitled to five (5) weeks vacation shall be allotted the first four (4) weeks of vacation on a consecutive basis, and the fifth week at a time acceptable to the Hospital.

Employees in their nineteenth year of service and thereafter may have their vacation on a concurrent basis if they so desire.

The above scheduling is subject to the condition that no employee shall be entitled to more than two weeks vacation in the months of July and August.

APPENDIX "O"

BULLETIN BOARDS

The Union shall have the privilege of posting union notices on ten "closed in" bulletin boards provided for that purpose by the Hospital, location to be mutually agreed upon. Such notices must be submitted to and approved by the Director of Human Resources or his appointee before posting. Such approval will not be withheld unreasonably.

| | |
|------------------------|------------------------|
| Fontbonne Building - 1 | Maintenance - 1 |
| Kitchen - 1 | Ladies Locker Room - 2 |
| Maternity Basement - 1 | East Wing - 1 |
| Operating Room - 1 | West Wing - 1 |

It is understood that the Bulletin Boards referred to above shall be the same Bulletin Boards provided to the full-time bargaining unit.

APPENDIX "P"

CERTIFICATION

- (a) A registered Nursing Assistant is required to present to the Assistant Executive Director of Nursing or designate before February 15th at 1500 hours of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons to the Hospital.
- (b) Failure to provide proof of certification by the above date (or extended date) shall result in the Nursing Assistant being reverted to the salary of Non-Registered Nursing Assistant.
- (c) Reinstatement of the status of Registered Nursing Assistant shall be effective the date of presentation of proof of certification.

APPENDIX "Q"

GENERAL

All correspondence between the parties hereto, arising out of this Agreement or incidental hereto shall pass to and from the Director of Human Resources, or his appointee, and the Secretary of the Union.

APPENDIX "R"

NOTICE OF TERMINATION

In the event a Social Worker terminates his or her service with the Hospital, such worker will give four weeks notice in advance to the Hospital of such date of termination.

APPENDIX "S"

NOTIFICATION OF RETIREMENT EXTENSIONS

The Hospital shall notify the Local Union of all bargaining unit employees granted work extensions after the age of 65.

APPENDIX "T"

LIST OF EMPLOYEE ADDRESSES

The Hospital will provide the Union with a list of addresses every April 1 unless an employee notifies the employer in writing that he/she does not wish that his/her address be made known to the Union.

APPENDIX "U"

TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

The effective date referred to in the opening paragraph of Article 9.05 is September 30, 1987.

The effective date referred to in the 'Note' of Article 9.05 is February 9, 1989.

APPENDIX "V"

TRANSFER OF SENIORITY AND SERVICE

The effective date referred to in Article 9.06 is September 30, 1987.