

6 members
Ratification - April 20/95

SOURCE	6		
Wages	93	10	11
EXP.			
TOTAL	95	10	70
No. OF EMPLOYEES	6		
NON-EMPLOYEES	214		

PART TIME
COLLECTIVE AGREEMENT

BETWEEN

NORTH BAY GENERAL HOSPITAL,
ST. JOSEPH'S TREATMENT CENTER
(Counsellor's and Attendants)
(hereinafter called the "Hospital")

-and-

SERVICE EMPLOYEES UNION, LOCAL 478
A.F.L., C.I.O., C.L.C.
(hereinafter called the "Union")

Expires: October 10, 1995

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INDEX

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - SCOPE AND RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - DEFINITIONS	2
4.01 <u>Temporary Employees</u>	2
4.02 <u>Definitions</u>	2
4.03 <u>Feminine/Masculine Pronouns</u>	2
ARTICLE 5 - UNION SECURITY	3
5.01 <u>Union Dues</u>	3
5.02 <u>Interview Period</u>	3
5.03 <u>Employee Lists</u>	4
ARTICLE 6 - NO STRIKE/LOCKOUT	4
ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES	4
7.01 <u>Grievance Committee</u>	4
7.02 <u>Union Stewards</u>	4
7.03 <u>Local Negotiating Committee</u>	5
7.04 <u>Labour Management Committee</u>	6
ARTICLE 8 - GRIEVANCE AND ARBITRATION	6
8.05 <u>Policy Grievance</u>	8
8.06 <u>Group Grievance</u>	8
8.07 <u>Discharge Grievance</u>	8
ARTICLE 9 - SENIORITY	10
9.01 <u>Probationary Period</u>	10
9.02 <u>Definition of Seniority</u>	10
9.03 <u>Transfer of Service and Seniority</u>	10
9.04 <u>Loss of Seniority</u>	11
9.05 <u>Seniority Lists</u>	11
ARTICLE 10 - LAY-OFF AND RECALL	11
ARTICLE 11 - JOB POSTING	14
ARTICLE 12 - NO CONTRACTING OUT	15
ARTICLE 13 - WORK OF THE BARGAINING UNIT	15
ARTICLE 14 - TECHNOLOGICAL CHANGE	15
ARTICLE 15 - LEAVES OF ABSENCE	15
15.01 <u>Bereavement Leave</u>	15
15.02 <u>Education Leave</u>	16

INDEX Cont'd

15.03	<u>Jury and Witness Duty</u>	17
15.04	<u>Maternity and Parental Leave</u>	17
15.05	<u>Union Leave</u>	17
15.06	<u>Personal Leave</u>	18
<u>ARTICLE 16 - HOURS OF WORK</u>		18
16.01	<u>Daily Hours of Work</u>	18
16.02	<u>Rest Periods</u>	19
16.03	<u>Exchange of Shifts</u>	19
<u>ARTICLE 17 - PREMIUM PAYMENT</u>		19
17.01	<u>Definition of Regular Straight Time Rate of Pay</u>	19
17.02	<u>Definition of Overtime (Overtime Premium)</u>	19
17.03	<u>Reporting Pay</u>	20
17.04	<u>Shift Premium</u>	20
17.05	<u>Responsibility Outside The Bargaining Unit</u>	20
17.06	<u>Overtime - Lieu Time</u>	20
17.07	<u>Weekend Premium</u>	21
<u>ARTICLE 18 - ALLOWANCES</u>		21
18.01	<u>Meal Allowance</u>	21
<u>ARTICLE 19 - HEALTH AND SAFETY</u>		21
19.01	<u>Accident Prevention - Health and Safety Committee</u>	21
<u>ARTICLE 20 - PAID HOLIDAYS</u>		22
<u>ARTICLE 21 - VACATIONS</u>		23
21.01	<u>Entitlement and Calculation of Payment</u>	23
<u>ARTICLE 22 - IN LIEU OF BENEFITS</u>		24
<u>ARTICLE 23 - DISABLED EMPLOYEES</u>		24
<u>ARTICLE 24 - COMPENSATION</u>		24
24.01	<u>Experience Pay</u>	24
24.02	<u>Promotion to a Higher Classification</u>	25
24.03	<u>Temporary Transfer</u>	25
24.04	<u>Job Classification</u>	25
24.05	<u>Transfer to a Lower Paying Classification</u>	26
<u>ARTICLE 25 - RELATIONSHIP</u>		26
<u>ARTICLE 26 - NOTICE OF TERMINATION</u>		26
<u>ARTICLE 27 - PRINTING COSTS</u>		27
<u>ARTICLE 28 - DURATION</u>		27
<u>SCHEDULE "A"</u>		28

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit; to provide orderly procedures for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Hospital consistent with the responsibility of the Hospital to provide uninterrupted, efficient and specialized care to its patients/clients.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Union for the duration of this agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of North Bay General Hospital regularly employed for not more than twenty-four (24) hours per week at its St. Joseph's Treatment Centre in North Bay and students employed during the school vacation period at its St. Joseph's Treatment Centre in North Bay, save and except supervisors, persons above the rank of supervisor, security guards, and persons in bargaining units for which any trade union held bargaining rights as of February 13, 1991.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that, except as expressly modified by any other Article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and without limiting or restricting that function:
- a) To maintain order, discipline and efficiency;
 - b) To determine the number and location of 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 interest of the safety and well-being of the Hospital patients and the public;
 - c) To make and alter and enforce rules and regulations to be observed by employees not inconsistent with the provisions of this Agreement.

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

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 Definitions

"Employee" shall include only such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board dated the 11th day of March, 1991.

"Steward" shall mean an employee of the Hospital duly credited as such by the Union in writing confirming his appointment as such.

"President" shall mean the President and Chief Executive Officer, or appointee, of North Bay General Hospital.

4.03 Ferninine/Masculine Pronouns

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

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

- a) It will be a condition of employment that all employees within the described bargaining unit, pay dues. The Hospital shall deduct an amount equal to the regular monthly union dues from new employees in the month following the month in which they were hired.
- b) Such dues so deducted shall be turned over by the Hospital to the Financial Secretary of the Service Employees' Union, Local 478 by the 25th day of the month in which the dues are deducted, with a list of employees so deducted.
- c) The Hospital agrees to indicate on the dues deduction list the reasons for non-deduction of dues for employees who were on the previous month's check-off list.
- 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 or resulting from the operation of this Article.

5.02 Interview Period

- a) It is mutually agreed that upon commencement of employment all new employees will be advised of the existence of the Union and conditions surrounding their employment.
- b) It is also mutually agreed that a Union representative or his/her designate will be given opportunity of interviewing each new employee once, upon completion of three weeks' employment, for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union.
- c) 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 minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employee shall report to this room for the interview, during the interview period.

- d) Because of this privilege of interview granted in this clause, it is expressly agreed by the Union that there shall be no solicitation for membership at any other time on the premises of the Hospital.

5.03 Employee Lists

The Hospital agrees to provide on a "one time basis only" the Social Insurance Numbers and addresses for each employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired.

ARTICLE 6 - NO STRIKE/LOCKOUT

- 6.01** During the term of the Agreement, neither the Union nor any of its officers or officials nor any employees shall take part in or call or encourage any strike, sit-down or any suspension of work against the Hospital, which shall in any way affect the operations of the Hospital. Nor shall the Hospital or any of its officers or officials engage in any lockout.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

The Union shall indicate to the Hospital the name of the part-time employee who shall participate in the Grievance Committee, Negotiating Committee, Labour-Management Committee and Health and Safety Committee. Such committee meetings shall be joint as between the full and part-time bargaining units.

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.

The Hospital further undertakes to instruct all members of its supervisory staff to cooperate with the stewards in carrying out the terms and requirements of this Agreement.

The Union undertakes to secure from its officers, stewards and members their cooperation with the Hospital and with all persons representing the Hospital in any supervisory capacity.

- 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 Hospital will recognize a Chief Steward who is also the full-time steward.

7.03 Local Negotiating Committee

- a) The Hospital agrees to recognize a Negotiating Committee comprising of the Chief Steward and the part-time steward that have been duly elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- b) It is agreed that full-time General Representatives of Local 478 may act as members of such negotiating committee.
- c) Members of the Negotiating Committee shall be paid their regular rate for all regular scheduled working hours lost due to attending negotiating

meetings with management up to and including conciliation, provided the employee has obtained permission of his department head to leave his regular duties for such meetings. Permission for such purposes will not be unreasonably withheld.

7.04 Labour Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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 circumstances giving rise to 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 and the Hospital shall so inform the employee of this right, it being understood that an oversight by the Hospital shall not void the discipline. 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) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) calendar days, it shall then be taken up as a grievance within five (5) calendar 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) calendar days following the day on which the written grievance was presented to him. Failing settlement, then:

Step 2

Within five (5) calendar 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) calendar days following the day on which the grievance was presented to him.

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

Step 3

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

A meeting will then be held between the President or the designated Hospital representative and the designated Union representatives who may be accompanied by the general representative of the Union, within five (5)

A handwritten signature or set of initials, possibly 'JO', written in black ink on a light background.

calendar 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) calendar 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) calendar 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) calendar 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) calendar days following the date the discharge is effective.

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

- a) confirming the Hospital's action in discharging the employee, or

- b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, 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 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) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson within a period of ten (10) calendar days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

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 Chairperson, 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 Chairperson of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed four hundred and **fifty** (450) hours of work within any twelve (12) calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to four hundred and fifty (450) hours of work. 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

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

Seniority shall operate on a bargaining unit wide basis.

9.03 Transfer of 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 year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

9.04 Loss of Seniority

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

- a) employee quits;
- b) employee is discharged and the discharge is not reversed through the Grievance and Arbitration Procedure;
- c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- e) employee has been laid off for the lesser of his length of seniority or 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; and
- g) employee is absent due to illness or disability which absence continues for the lesser of his seniority or twenty-four (24) months.

9.05 Seniority Lists

Seniority lists shall be posted on the bulletin board upon the signing of this Agreement and amended every six (6) months thereafter. Copies of the seniority list will be supplied to the Union. Upon the posting of the seniority list employees shall have thirty (30) days in which to file complaints against their seniority standing and if no complaints are filed, it is deemed that the seniority list as posted is correct.

ARTICLE 10 - LAY-OFF 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 lay-off in accordance with the following schedule:

Up to 3450 hours of service	-	1 week's notice
3450 hours of service or more but less than 8625 hours of service	-	2 weeks' notice
8625 hours of service or more but less than 17250 hours of service	-	4 weeks' notice
17250 hours of service or more	-	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.

10.02 In all other cases of lay-off, the Hospital shall give each employee in the bargaining unit who has acquired seniority notice in accordance with the Employment Standards Act, provided however, such notice shall not be required if the lay-off occurs because of emergencies (for example: fire, Act of God, power failure or equipment breakdown).

10.03 In the event of a 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:

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

The decision of the employee to choose (i) or (ii) above shall be given in writing to the designated Hospital representative within five (5) calendar days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.05 **An** employee shall have the opportunity of recall from a layoff to an available opening within the bargaining unit, 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. Part-Time employees on layoff shall be given preference for temporary vacancies within the bargaining unit which are expected to exceed ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

- 10.06** In determining the ability of an employee to perform the work for the purposes of paragraphs .03, .04 and .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 in a given classification until all those laid off from that classification 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 .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 or to return to work in accordance with the provisions of paragraph .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 commences 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 which is the lesser of eighteen (18) months or his seniority from the date of layoff.

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) calendar days excluding Saturday, Sunday, and holidays. The posting shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.
- 11.02** Part-time employees shall be considered for full-time vacancies prior to hiring outside of the bargaining unit. When such jobs are created and such vacancies occur, the ability (including physical ability), experience and qualifications of the part-time employee shall be considered and where these are equal, seniority will be the governing factor. Where there are no successful applicants, an employee may be hired from outside the bargaining unit. The Hospital shall not be prevented from temporarily filling any position.
- (a) Employees transferred on this basis shall be on a trial period of forty-five **(45)** days of work and all seniority privileges shall transfer with them.
- (b) In the event that the employees revert to their previous job they shall maintain all rights and privileges of their previous job.
- 11.03** 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. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 11.04** 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.
- 11.05** The name of the successful applicant to a job posting will be posted on the Union Bulletin Board.

ARTICLE 12 - NO CONTRACTING OUT

- 12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off 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

Persons excluded from the bargaining unit shall not perform any duties within the bargaining unit if, as a direct result of such work, a layoff occurs.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 The Hospital undertakes to notify the Union at least thirty (30) days in advance 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 the employees concerned. 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 provisions of the Collective Agreement.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

If requested by the employee, a leave of absence without loss of basic straight time pay shall be granted to a maximum of three (3) consecutive calendar days where a death or deaths occur in the employee's immediate family and where the employee is attending the funeral. Immediate family for the purpose of this Agreement shall be limited to the employee's mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, guardian, step-parent, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

- a) Where an employee is unable due to distance of travel to attend the funeral of a member of his immediate family as defined in the Collective Agreement, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he would otherwise have been entitled on that day.
- b) The days of the leave of absence for which the employee shall receive pay will be limited to those days on which the employee was scheduled to work and does not. This leave of absence shall begin not later than twenty-four (24) hours from the time of death. Neither time off nor pay granted under this provision shall be used in computing overtime of any description.

15.02 Education Leave

- a) Where employees are required by the Hospital to take courses to upgrade or acquire their employment qualifications, the Hospital shall pay the full costs associated with the courses.
- b) 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 employment qualifications.
- c) **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 Hospital will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

15.03 Jury and Witness Duty

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

- a) Notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- b) Presents proof of service requiring the employee's attendance; and

- c) Deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at the hearing at his regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (a) (b) and (c) above.

15.04 Maternity and Parental Leave

The Hospital will provide Maternity and Parental Leave in accordance with the provisions of the Employment Standards Act.

15.05 Union Leave

- a) The Hospital shall grant leave of absence, without pay, to employees attending Union conventions, seminars, or other legitimate Union business provided such leave does not interfere with the efficient operation of the Hospital. Such leave shall be subject to the following conditions:
- A request must be made in writing at least twenty-one (21) days prior to the commencement of the leave.
 - In making application for leave of absence for Union business it is understood that leave of absence shall be for no longer than a two (2) week period and will not be requested on more than two (2) occasions in one (1) calendar year.
- b) Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than one (1) employee at one time and that the Union shall be responsible for the payment of wages during the time of absence. Application must be made in writing two (2) weeks in advance and approved by the Director of Service.
- c) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to

exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.06 Personal Leave

- a) Leave of absence without pay up to six (6) months may be granted to an employee for personal reasons at the sole discretion of the Administrative Director or designate.
- b) Leave of absence for less than one (1) month shall not affect seniority. Employees who are on a leave of absence for any reason will not engage in gainful employment while on such leave and if an employee does so engage while on such leave, he may forfeit all seniority rights and privileges and shall be deemed to have terminated.
- c) Application for leave of absence must be made in writing to the Director of Service at least two (2) weeks in advance of such leave. The two (2) week time limit may be waived at the discretion of the Director in cases of emergency. All leaves of absence will be authorized in writing by the Director of Service.

ARTICLE 16 - HOURS OF WORK

16.01 Daily Hours of Work

- a) The normal daily working hours shall be seven and one-half (7 1/2) hours per day, the said hours to be completed in ~~an~~ eight (8) hour period after commencing work. The Parties have agreed to substitute daily working hours for attendants, of eleven (11) hours for day shift and eleven and one-half (11 1/2) hours for night shift, the said hours to be completed in a twelve (12) hour period after commencing work. Should either party to this Agreement wish to discontinue the system of extended daily tours, such discontinuance shall be in accordance with the Extended Tour Provisions attached hereto. This shall not be a guarantee of daily hours.

Employees must report to their respective supervisor in uniform and remain for the full working shift.

- b) It is understood normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa, to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason

of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

- c) Shift schedules will be posted a minimum of two (2) weeks in advance of taking effect. Changes to the employees' work schedule with less than forty-eight (48) hours' notice will only be with the mutual agreement of the Director and the employee(s) concerned. In respect of a shift exchange, such request must be signed by the employees concerned and approved by the Director. The Hospital will not be responsible for or liable for overtime rate claims nor any infringement of this Article which might accrue or arise as a result of such an exchange of shifts.
- d) When an employee is required by the Hospital to attend meetings during off duty periods, he will be compensated for such hours at straight time.

16.02 Rest Periods

All employees will be assigned a fifteen (15) minute rest periods in each four hour shift.

16.03 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 Wage Schedule A of this Agreement.

17.02 Definition of Overtime (Overtime Premium)

- a) Authorized time worked in excess of seven and one-half (7½) hours in any one (1) day, eleven and one-quarter (11¼) in the case of extended tours, or seventy-five (75) hours in a bi-weekly period shall be paid at the

rate of one and one-half (1½) times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on **an** exchange of shifts mutually agreed to between two (2) employees where approved by the Hospital.

- b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- c) Call-back will not be considered as hours worked for the purpose of this Article.
- d) Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

Employees who are scheduled to work 7.5 hours and who report for work for which they are scheduled but for whom no work is available shall be paid four **(4)** hours at their regular rate of pay, unless the lack of work was due to conditions beyond the control of the Hospital (e.g. Acts of God).

17.04 Shift Premium

- a) Employees shall be paid 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.
- b) Shift premium will not form part of the employee's straight time hourly rate.

17.05 Responsibility Outside The Bargaining Unit

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside of the bargaining unit for a period in excess of one-half (½) of one (1) shift, the employee shall receive an allowance of three dollars and **fifty** cents (\$3.50) for each shift from the time of the assignment.

17.06 Overtime - Lieu Time

- a) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked in lieu of overtime pay.

- b) Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off (i.e. where the applicable rate is time and one-half (1½), then time off shall be at one and one-half (1½) times). Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

17.07 Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to any scheduling regulation or overtime, he will not receive weekend premium under this provision.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

Where 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 allowance of four (\$4.00).

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - 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 & 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 cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee, in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 20 - PAID HOLIDAYS

20.01

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

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Two Floater Holidays	

Where an employee is required to work authorized overtime in excess of his regular scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two (2) time his regular straight time hourly rate for such additional authorized overtime.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Vacation will be computed on the basis that 1725 hours equals one (1) year and shall be calculated and paid on a bi-weekly basis in accordance with the following schedule:

Counsellors: employees who have completed less than 5175 hours of work shall receive vacation pay at the rate of six per cent (6%) of gross earnings.

employees who have completed more than 5175 hours of work but less than 25875 shall receive vacation pay at the rate of eight percent (8%) of gross earnings.

employees who have completed more than 25875 hours of work but less than 43125 shall receive vacation pay at the rate of ten percent (10%) of gross earnings.

employees who have completed more than 43125 hours of work shall receive vacation pay at the rate of twelve percent (12%) of gross earnings.

Attendants: employees who have completed less than 3450 hours of work shall receive vacation pay at the rate of four per cent (4%) of gross earnings.

employees who have completed more than 3450 hours of work but less than 8625 hours of work shall receive vacation pay at the rate of six percent (6%) of gross earnings.

employees who have completed more than 8625 hours of work but less than 25875 hours of work shall receive vacation pay at the rate of eight percent (8%) of gross earnings.

employees who have completed more than 25875 hours of work but less than 43125 hours of work shall receive vacation pay at the rate of ten percent (10%) of gross earnings.

employees who have completed more than 43125 hours of work shall receive vacation pay at the rate of twelve percent (12%) of gross earnings.

Employees are entitled to absent time, without pay, equivalent to the percentage being paid in the above as arranged by the Director of Service (i.e. one week time off for every 2% of vacation pay).

21.02 Vacation preferences will be submitted by the employee to the Department Head, in writing, by April 15, and vacation schedules will be posted by May 15th. This will not prevent employees from arranging vacations otherwise on an individual basis with the permission of the Department Head.

Employees will be given preference with respect to their vacation periods in accordance with seniority.

ARTICLE 22 - IN LIEU OF BENEFITS

22.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise including holiday pay, save and except salary, vacation pay, reporting pay, responsibility allowance, jury and witness duty and bereavement pay) an amount equal to twelve percent (12%) of his regular straight time hourly rate for all straight time hours paid. If a part-time employee chooses to participate in the Pension Plan, the in lieu contribution will reduce to 8%.

ARTICLE 23 - DISABLED EMPLOYEES

23.01 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 - COMPENSATION

24.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. 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 year 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.

24.02 Promotion to a Higher Classification

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

24.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (½) of one shift, he shall be paid the rate of the higher classification to which he was assigned for all paid hours while working in that classification.

24.04 Job Classification

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

- c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

24.05 Transfer to a Lower Paying Classification

When an employee transfers to a lower-paid job, he shall receive the wage rate in the salary range for the new job which is lower than the rate he was receiving prior to his transfer and he shall progress within the new salary range in accordance with his length of service in the new job.

ARTICLE 25 - RELATIONSHIP

- 25.01**
- a) The parties hereto agree that any employee of the Hospital covered by this Agreement may become a member of the Union, if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.
 - b) The Hospital agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
 - c) The Union agrees it will not discriminate against, coerce or restrain any employee because of his membership or non membership, his activity or his lack of activity in the Union, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.
 - d) The Union will not engage in Union activities during work hours or hold meetings at any time on the premises of the Hospital without the permission of the Chief Executive Officer or designate.

ARTICLE 26 - NOTICE OF TERMINATION

- 26.01** At least one (1) month's written notice of intention to terminate employment must be given by the initiating party, whenever possible, providing that the

Hospital may in lieu of notice pay to the employee all outstanding wages an amount equivalent to the salary which would otherwise accrue during the period of notice. Also, any unpaid vacation pay which has accrued to the date of separation, in accordance with Article 21, will be paid to the terminating employee. This clause does not apply to any employee discharged for just cause.

ARTICLE 27 - PRINTING COSTS

27.01 The Hospital will share with the Union the cost of printing the Collective Agreement on **an** equal basis in a form mutually agreed upon.

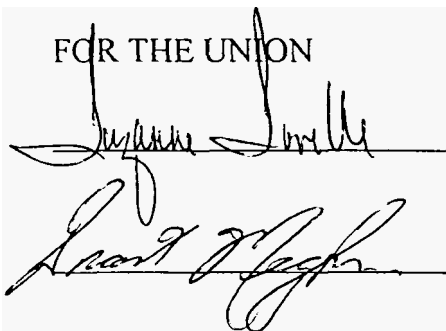
ARTICLE 28 - DURATION

28.01 If either **party** desires to terminate or amend this Agreement as of midnight on the 10th day of October, 1995, they shall within the three (3) months next preceding the expiry date give written notice to the other of such termination or amendment.

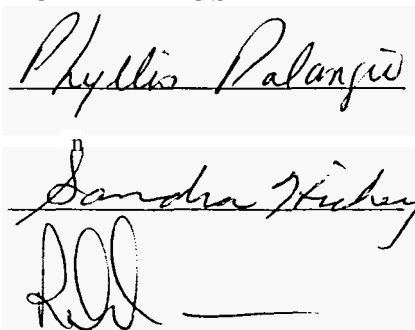
28.02 This Agreement shall continue in effect until October 10th, 1995.

IN WITNESS WHEREOF The parties hereto have executed this Agreement
this Day of July, 1997.

FOR THE UNION

Handwritten signatures for the Union, including a signature that appears to be "Lynne Smith" and another signature below it.

FOR THE HOSPITAL

Handwritten signatures for the Hospital, including a signature that appears to be "Phyllis Palangiw" and another signature below it.

SCHEDULE "A"

HOURLY WAGE RATES

PART TIME

Effective - October 11, 1993

	<u>Counsellor</u>	<u>Attendant</u>
Start	15.13	12.13
1725 Hours	15.88	12.74
3450 Hours	16.64	13.34
5175 Hours	17.40	13.95
6900 Hours	18.15	14.56
8625 Hours	18.91	15.16

To the extent permitted under the Social Contract Act, the actual rates paid will reflect increases of **1%** effective October **11, 1993** and October **11, 1994** and shall be paid in a manner consistent with that agreed for other bargaining units represented by S.E.U., Local **478**. The above ranges will not be amended to reflect these increases.

As a result of the settlement of the outstanding Pay Equity issues, the following shall **apply**:

Effective January 1, 1995

	<u>Attendant</u> <u>Hourly Rate</u>
Non-Grad Rate	12.965
Start	13.565
1725 Hours	14.175
3450 Hours	14.785
5175 Hours	15.385

Probationary rate which is \$1.00/hour below the Start Rate. Once an employee successfully completes probation, he shall be paid **\$1.00** per hour for all probation hours worked.

