

COLLECTIVE AGREEMENT

- between -

WINDSOR REGIONAL HOSPITAL

- and -

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)**

AND IT'S LOCAL 2458

GENERAL SERVICE UNIT

APRIL 1ST, 2002 to MARCH 31ST, 2005

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ARTICLE 1 – GENERAL PURPOSE

1:01 The general purpose of this Agreement is to define the mutually agreed hours, wages and working conditions and other employment conditions as set out herein between the Employer and the employees employed within the Bargaining Unit described in Article 2:01 of this Agreement; to secure prompt and equitable disposition of grievances and to promote good and mutually beneficial relationships between the Employer, the employees employed in the said Bargaining Unit, and Union.

1:02 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, sexual orientation or any factor not pertinent to the employment relationship, save and except those limitations as set out in the legislation of the province of Ontario.

Where the term “spouse” or “partner” is used in this agreement, it shall also mean same-sex spouse or partner, including but not limited to pension and benefits.

Workplace Harassment

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a **course** of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interference with normal social relations.

Any employee who believes they have been harassed contrary to this provision may file a grievance in accordance with the provisions contained in this agreement.

Any such employee may also utilize the hospital’s policy on harassment or pursue the matter through the Ontario Human Rights Commission.

If any employee or the union makes a complaint under the Hospital’s Protection of Human Rights in the Workplace policy and files a grievance, the subject matter of the complaint will not be referred to arbitration until the mediation process has been completed or ninety (90) calendar days have elapsed from the time of the filing of the complaint, whichever first occurs.

The Hospital agrees that a representative of the Union will be invited to be an active participant in any complaint under the Hospital’s Protection of Human Rights in the Workplace policy if a member of the Union is a complainant or respondent.

ARTICLE 2 – RECOGNITION

- 2:01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees of Windsor Regional Hospital, Windsor, in the classifications of Health Care Aide, Unit Aide, Orderly, **CSR** Aide, Patient Service Worker, Receiver, Porter, Housekeeper, Dietary Helper, Cafeteria Aide, Dietary Supply Clerk, Dietary Assistant, Grounds Keeper, Equipment Maintenance Worker, Carpenter, Painter, Plasterer, Wheelchair Maintenance Attendant, Psych Attendant, **Detox** Attendant, Bus Driver/Porter, Tray Carrier, Student, save and except Paramedical employees, Supervisors, persons above the rank of Supervisors and persons for whom any trade union holds bargaining rights.
- (b) All probationary employees and all employees in a supervisory or confidential position are excluded from this agreement. All other employees are eligible for membership in the Union and are subject to the terms of the Collective Agreement.
- 2:02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT FUNCTION

- 3:01 The Union acknowledges the exclusive function of the Employer to operate and manage the Hospital in accordance with its obligations and subject to the terms and conditions of the Agreement:
- (a) To direct the working force, including the right to hire, suspend, transfer, promote, demote, discharge, or discipline for just cause, and to maintain discipline and efficiency among its employees, subject always to the grievance procedures herein set forth.
- (b) To make and enforce reasonable rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement.
- (c) To eliminate or discontinue any job in whole or in part and/or to hire independent persons, firms or agencies subject to the provisions set forth in Article 29:01.

ARTICLE 4 - UNION MEMBERSHIP

- 4:01 The employer shall deduct from each employee within the Bargaining Unit described in Article 2:01 of the Agreement, including temporary employees as provided for in Article 18, from the first pay of each calendar month, union initiation fees and the monthly dues as are levied by the union in accordance with the CAW Constitution and **By-laws**, which shall be certified to the employer by the Financial Secretary of the Union. It shall be a condition of employment of the employer that each employee authorizes

the employer to make such deductions. The employer agrees that it will obtain the signatures of all new employees on the CAW membership card.

- 4:02 The dues deducted from all employees within the Bargaining Unit together with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the twenty-fifth (25th) of each month. The Employer agrees to include on the employee's T4 slip the annual amount of Union dues deducted from the employee's pay by the Employer and remitted to the Union.
- 4:03 The record referred to in Subsection 4:02 above, shall include the names of employees from whose pay deductions were not made because of absence for injury or illness or because employment has been terminated.
- 4:04 The Employer shall permit the **Chairperson** or designate of the Bargaining Unit a meeting with all new employee(s) during Orientation as scheduled by the Employer. Such meeting will be to introduce the new employee to the Bargaining Unit and to explain the Collective Agreement and any other matter of interest. The Employer may have a representative present at the aforementioned meeting if so desired.
- 4:05 During the term of this agreement the Employer agrees to furnish the Union Office and the **Chairperson** monthly with a written list of all new full and part-time Union members hired during the preceding month. Such list shall include the date of hire, the department and classification in which the employees are working.
- 4:06 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Employer by any of its members or representatives, and that there will be no solicitation for collection of dues or other Union activity on the premises of the Employer during an employee's working hours which will interfere with or impair efficiency, save and except an interview with an employee as provided for in Paragraph 4:04 hereof.
- 4:07 **The employer agrees to provide the union with the names, addresses and telephone numbers of all employees in the bargaining unit within ninety (90) days following ratification of the collective agreement, thereafter the employer agrees to forward any changes to said list on a quarterly basis at the time of forwarding of the union dues.**

ARTICLE 5 – PROBATION

- 5:01 (a) New full-time employees shall be considered probationary employees until they have completed sixty (60) working days.
- (b) New part-time employees' probationary period shall be the completion of four hundred and fifty (450) hours worked or ninety (90) days worked, whichever occurs first.
- 5:02 During the probationary period, the Employer will assess the performance, abilities, and suitabilities of the newly hired employee. When the Employer has concerns regarding the performance, abilities, or suitabilities of the employee, those will be shared with the employee.

Where the Employer concludes that the newly hired employee cannot demonstrate the required performance or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal.

ARTICLE 6 - SENIORITY

- 6:01 (a) Upon satisfactory completion of the probationary period, an employee will then acquire seniority subject to the terms of this Agreement, accruing from the last date of hire into the bargaining unit.
- (b) For full-time employees, seniority shall accrue on the basis of one year's employment equals one years seniority.
- (c) For part-time employees, seniority shall accrue on the basis of one years seniority for every 1,725 hours worked. Part-time employees shall receive a maximum of one years seniority in each calendar year.

A part-time employee's increment level shall be moved from the start to the six (6) month rate after 862.5 hours worked and from the six (6) month rate to the one (1) year rate after 1,725 hours worked.

6:02 Transfer of Service and Seniority

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

- (a) In the event that a full-time employee becomes a part-time employee, such employee shall "carry with them", all accumulated seniority to the date of becoming a part-time employee. In calculating accumulated seniority after becoming a part-time employee, one (1) year's service shall equal 1,725 hours worked.
- (b) In the event that a part-time employee becomes a full-time employee, such employee shall "carry with them" all accumulated seniority to the date of becoming a full-time employee. In calculating seniority after becoming a full-time employee, such calculation shall be on the basis of one (1) year's employment equals one (1) years seniority.

Part-time employees transferring to full-time must meet the enrolment requirement of the benefit plans before being enrolled in such plan.

6:03 The Employer shall maintain a single integrated seniority list showing the employee's name, classification, date of hire, seniority date if full-time, accumulated hours for the previous six (6) months period if part-time and seniority shown in years and months.

6:04 The seniority list shall be posted by the Employer every six (6) months, namely on the 15 day of January and July in each year, in a location where they will be accessible to the members of the Union. Copies of said seniority list shall be mailed to the Union Office and **Chairperson** on such dates or soon thereafter.

Upon written request by the Union the employer agrees to provide all relevant information in order to resolve discrepancies relative to an alleged inaccuracy of the most recently posted seniority list. Such information shall be provided to the union no later than thirty (30) days upon receipt of such written request.

6:05 The words "continuous service" or "continuous employment" where used in Article 6 of this Agreement, shall mean unbroken employment and seniority and shall include:

- (a) Vacations and holidays;
- (b) Scheduled days off;
- (c) Approved leave of absence;
- (d) Suspensions;
- (e) Absence because of illness or injuries;
- (f) While laid off for a period not exceeding **thirty (30)** months;
- (g) A leave of absence due to pregnancy, adoption and parental leave;
- (h) Absence because of illness or injury compensable under Workplace Safety and Insurance Act.

6:06 It is acknowledged and agreed that during the above time periods, seniority will accrue for the purpose of determining seniority for layoff and recall, job posting, choice of vacation period and for determining the qualifying period for vacation entitlement but during these time periods there will be no accrual of vacation pay.

6:07 Subject to the provisions of this Collective Agreement, the seniority of an employee will be cancelled and his employment terminated for any of the following reasons:

- (a) if the employee quits or retires;
- (b) if the employee is discharged for just cause and not reinstated pursuant to the provisions of the grievance procedure herein defined;
- (c) if the employee is laid off for more than **thirty (30)** months;
- (d) if the employee fails to report for work upon termination of leave of absence, vacation, suspension, or specified recall date without justifiable reason.

ARTICLE 7 -JOB POSTING

7:01 The employer shall post all vacancies and new jobs created on bulletin boards where all employees may see them, and they shall be posted for five (5) consecutive calendar days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial vacancy within the bargaining unit shall be

posted for three (3) consecutive calendar days excluding Saturday, Sunday and holidays. Employees eligible for consideration shall be limited to those employees who have applied in writing for the posted opening within the posting period.

- (a) Transfer File: The Hospital will establish and maintain an employee transfer file for persons on vacation, off sick due to illness or injury or persons on an approved leave of absence. Whenever job postings occur, the Hospital shall consider said employees provided that they have completed (and submitted) a transfer request form indicating their interest in transferring from their present job classification.
- (b) The request for transfer will indicate: the employee's name, qualifications, experience, present area of assignment, seniority and requested area(s) of assignment. A request for transfer shall become active as of the date and time it is received by the Hospital and shall remain active only until the employee returns to work.
- (c) The requests for transfer will be considered as applications for posted vacancies. Employees will also be eligible for consideration when such employees have applied, in writing, for the posted opening within the posting period.

7:02 Employees shall be selected for positions under Article 7:01 above on the basis of seniority provided they have the qualifications and ability required to perform the job. Failing this, the Hospital shall take such steps as may be required to fill the opening.

7:03 If a transfer to another classification is either voluntary or as a result of a job posting or is initiated by the Employer, the employee will maintain the same grid level according to their seniority and shall further advance through the increment grid as outlined in this Collective Agreement.

7:04 Each Notice of Opening shall contain a description of the requirements for the posted position for the purpose of ensuring that applicant(s) have an understanding of where and what the opening represents. The following items will appear on all job postings:

Normal Assignment, Classification, Department, Qualifications, Rate of Pay, Shift

7:05 At the request of an employee, the Employer agrees to give an unsuccessful applicant for a new job or vacancy its reasons for such employee failing to qualify for such job or vacancy. Such reasons shall be given to an employee in the presence of the **Chairperson** of the Union if the employee so requests.

7:06 (a) Employees transferred on this basis will be placed on a trial period for **thirty (30)** working days, and if the employee transferred or promoted has then proved to be suitable, all seniority privileges shall transfer with him or her. If such employee reverts to his or her previous classification as a result of being unable to fulfill the new duties, then he or she shall maintain all rights and privileges which have accrued to him or her in the previous classification. If an employee returns to his last position either by choice or is found unsuitable within the **thirty (30)** working day trial period,

the position will be filled from the other applicants on the posting in accordance with Article 7:02 unless there are no other applicants or no other applicants who still want the job, in which case the job will be posted again for three (3) consecutive days.

- (b) **If an employee is the successful applicant for a term certain position, the employee has a ten (10) working day trial period to determine if he/she wants to remain in the term certain position. The Employer also has ten (10) working days to determine if the employee is suitable for the term certain position. If the employee remains in the term certain beyond the ten (10) day trial period, then such employee must remain in the time certain position for the full duration of the term position.**

7:07 The Hospital may fill any opening on an interim basis until the posting procedure and selection process is completed and arrangements have been made to place the successful applicant in the job. The Hospital agrees that the successful applicant will be transferred to their new position no later than six (6) weeks from the date of accepting such position.

7:08 (a) A successful job bid will be defined as any offer for a posted (permanent) full time or part time vacancy which has been accepted by an employee signing the appropriate form from Human Resources. Employees who are awarded "Term Certain" positions (as defined by Article 18:02) will not have such appointment(s) counted as successful job bids. Said employees will be required to remain in such positions (subject to the provisions of Article 7:06) for the full term of such vacancy before being eligible to bid or transfer to another position. However, such obligation would be waived if a permanent full time or part time vacancy arose.

- (b) An employee shall be allowed only two (2) successful job bids in any calendar year. **However, the application of this language shall not restrict a part time employee from successfully bidding to a full time regular position.**

7:09 If a position is not being replaced or if there is to be a delay in filling it, the Hospital will notify the **Chairperson**.

7:10 The Employer agrees that copies of Job Descriptions will be made available to the Union on request.

7:11 The Employer agrees to give the **Chairperson** a copy of the **job** postings.

ARTICLE 8 - LEAVE OF ABSENCE

8:01 The Employer may, in its discretion, grant leave of absence without pay to any full-time employee for legitimate personal reasons. Employees who are absent resulting from such leave of absence shall not be considered to be laid off, and their seniority (but not their accrual of vacation pay or sick leave entitlement or other benefits except as stated in Article 23 of this Agreement) shall continue to accumulate during such absence. An employee's request for leave of absence shall be made in writing not less than one (1) month in advance of commencement and shall specify the reason. This provision for advance notice

may be waived by the Employer in cases of emergency. If an employee's absence is due to illness or injury and the absence extends beyond the period covered by that employee's accumulated sick leave, the employee shall then be considered on a leave of absence, subject to production of a medical certificate confirming continuance of the illness or injury and indicating when the employee will be likely to be able to return to work. The employee will keep the Employer informed as to any change in the anticipated date of return.

8:02 Part-time employees shall be eligible to apply for leave of absence consideration on the same basis as provided for full-time employees in 8:01. Where a part-time employee is granted a leave of more than two **(2)** weeks, they shall be credited for seniority purposes only with hours equivalent to the average number of hours per week that they worked in the six (6) months immediately preceding the leave.

8:03 During the period of absence, the employee shall not engage in gainful employment for any other person, firm or Corporation, except as otherwise defined by article 8:08 **(b)**.

8:04 **Pregnancy Leave**

(a) Leave of absence without pay or other benefit except as otherwise provided in this Agreement, will be granted due to pregnancy pursuant to the provisions of Part **XI** of The Employment Standards Act and during such leave of absence, seniority shall accrue for the period and for the purposes set out in Article 6 hereof. Seniority for all other purposes shall be maintained as at the date of commencement of the leave of absence. To be eligible for leave of absence due to pregnancy, an employee must have been in the continuous service of the Employer for not less than thirteen (13) weeks prior to the commencement of the leave of absence. When the leave of absence has expired, the employee shall be entitled to resume her former job at the same rate of pay and with the same benefits previously enjoyed. Employee benefits will continue to be paid for by the Employer during the pregnancy leave.

(b) The Employer shall not unreasonably deny an employee the right to continue employment during the period of pregnancy provided the concerned employee can carry out the full duties of her job, and verification is provided by a medical certificate certifying to such effect.

8:05 **Adoption Leave**

Adoption leave of absence without pay or other benefits will be granted to permit an employee to adopt a child pursuant to the provisions of Part **XI** of The Employment Standards Act and during such leave of absence, seniority shall accrue for the period and for the purposes set out in Article 6 hereof, provided that such employee has been in the continuous service of the Hospital for not less than thirteen (13) weeks prior to the commencement of the leave of absence. Requests for adoption leave must be made by the employee to the Hospital in writing, giving to the Hospital as much notice as is possible, depending upon the circumstances. Upon completion of an adoption leave, the employee's right to re-employment shall be identical to that set out for Pregnancy Leave in Article 8:06 hereof.

8:06 **Parental Leave**

The Employer will comply with the Parental Leave provisions of The Employment Standards Act (**2000**) as amended from time to time.

8:07 **Supplemental Unemployment Benefit (SUB) Plan**

Effective April 1st, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act (1971), shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between **eighty percent (80%)** of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

8:08 **Leave of Absence for Union Duties**

(a) Union business shall be considered good cause for leave of absence for an employee elected or selected to attend conventions, seminars, educational classes or local Union meeting and such requests shall not be unreasonably denied. The Union agrees that every reasonable effort will be made to request leaves of absence for the purposes identified herein for only one (1) employee in one (1) department at any one time. However, should it be necessary to request a leave of absence for more than one (1) employee in one (1) department at one time, such requests will be considered and may be granted at the discretion of the Employer. The Union shall whenever possible send a written request to the Department Head at least **two (2) weeks** prior to the commencement of the leave.

(b) For an unpaid Leave of Absence for Union business, the Hospital will pay the employee's wages, benefits, etc. and invoice the Union for the same.

(c) **Union Leave**

Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of the

appointment unless extended a further specific period by agreement of the parties. Seniority shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance of any applicable benefits in which the employee is eligible to participate and does participate in during such leave of absence. It is agreed that for the purpose of Workplace Safety and Insurance Act coverage, such employees are deemed to be employed by the Union.

ARTICLE 9 - BEREAVEMENT LEAVE

9:01 (a) In the event of the death of a member of an employee's immediate family, namely, wife, husband, child, parent, sister, brother, step-mother, step-father, step-child, mother-in-law, father-in-law, grandchild, grandparent, the Employer, at the request of the employee, will arrange leave of absence without loss of pay up to a maximum of three (3) scheduled working days from and including the date of death **or burial so long as the bereavement leave is concluded within two (2) scheduled working days following the burial**, to and including the date of burial, and in the case of a step-sister, step-brother, brother-in-law, sister-in-law, will arrange leave of absence without loss of pay up to a maximum of one (1) day. Such request will be in writing upon forms supplied by the Employer but, because of the nature of the said leave of absence, such forms may be completed by the employee after he or she returns to work. Note: For the purpose of this clause, "spouse" shall mean husband, wife, common-law spouse or a partner of the same sex.

In addition to the foregoing, if an employee is the only person available to make necessary funeral arrangements for any relative, the provisions of the above clause shall apply. Note: For the purpose of this clause, "spouse" shall mean husband, wife, common-law spouse or a partner of the same sex.

In the case of the death of the employee's aunt, uncle, niece, nephew, the employer shall grant a leave of absence without loss of pay to the maximum of one (1) day.

ARTICLE 10 -JURY DUTY

10:01 If an employee is required to serve as a juror or attend jury selection proceedings in any matter is subpoenaed as a witness, the Employer agrees to pay to the employee the difference between the money received for acting as a juror (to be evidenced by production of Court payment and a copy of the summons or subpoena) and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee would have received if he had not been required to serve as a juror or as a witness and had worked his normal shift, provided that this clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay. If an employee is required to serve on a jury or attend jury selection proceedings in any matter on a scheduled week day ~~off~~ during the week immediately preceding a weekend when such employee is scheduled to work, his schedule will be changed to give him that weekend off, or

one of the weekend days of his choice if only one scheduled day off was lost because of such jury duty.

ARTICLE 11 - NEGOTIATING :X AND COMMITTEEPERSONS

11:01 The Employer acknowledges the right of the Union to appoint or otherwise elect a Union Negotiating Committee composed of five (5) employees of the Employer, plus the **Chairperson** and the **National** Representative or other Union representative and will recognize and deal with said committee with respect to any matter which properly arise for its consideration. Any member of the Union Bargaining Committee who is required to attend negotiations (up to but excluding arbitration) on a day (or days) normally recognized as their day(s) off, will receive alternate day(s) off (without pay) at a time mutually agreed upon between the employee and their Supervisor. Committee members shall not suffer any loss of wages for time spent during negotiations with the Employer up to but excluding arbitration.

11:02 The Employer acknowledges the right of the Union to appoint or otherwise elect thirteen (13) **Committeepersons** and one (1) **Chairperson** to assist employees on all shifts in presenting their grievances to the Employer or its representatives.

In addition to the above, the Employer acknowledges the right of the Union to appoint one additional **Committeeperson** from amongst the part-time employees to represent part-time employees.

1103 The Union acknowledges that the **Committeepersons** and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor. Permission from the supervisor for absences of reasonable duration for this purpose will not be unreasonably withheld.

In accordance with this understanding, any such employee shall not suffer loss of pay while dealing with grievances. This does not apply to time spent on such matters outside the regular working hours. In the case of a rights grievance which proceeds to arbitration, the one (1) **Committeeperson** who has been involved in such grievance will suffer no loss of pay up to and including arbitration hearings.

11:04 The Hospital recognizes that the **Chairperson** has unique responsibilities and will make reasonable efforts to ensure her/his availability to fulfill such responsibilities. In this connection, the **Chairperson** will be assigned duties on the day shift only, Monday to Friday.

11:05 The Union will inform the Employer in writing of the names of **Committeepersons** and the name of the **Chairperson**, and any changes therein. The Employer agrees to furnish the Union with the names and any changes therein, of its Managers and those ranking above Manager.

11:06 The Union may submit to the Employer the name of the alternate for the **Chairperson**, when the **Chairperson** is off work, to act on his/her behalf.

ARTICLE 12 - GRIEVANCE PROCEDURE

12:01 The Employer and the Union agree that grievances shall be adjusted as quickly as possible. Any employee shall have the right to have the assistance of a Union representative, if he **so** desires, during any steps of the grievance procedure to present the grievance.

12:02 Any grievance or dispute relating to the interpretation, application or administration of this Agreement or relating to any of the terms or conditions of employment, shall be dealt with in the manner following:

Before filing a written grievance, the employee will, within five (5) days of the alleged occurrence, discuss the matter involved with their immediate Supervisor. If such Supervisor for whatever reason is not available, the discussion shall be with the appropriate Manager. **The supervisor or manager shall respond verbally within two (2) working days.**

STEP 1

Any employee having a grievance or complaint shall within five (5) working days of the **verbal response**, present it in writing to the immediate Supervisor or Manager, as appropriate, either alone or, at the option of the employee, accompanied by the **committeeperson**. The Supervisor or Manager as appropriate shall give his decision in writing within forty-eight (**48**) hours of the end of the shift on the day on which the grievance or complaint was received.

STEP 2

Should an employee be unwilling to accept the decision of the Supervisor or Manager, as appropriate, the employee may, within five (5) working days, appeal in writing to the Manager or Vice-president, as appropriate, who shall meet with the parties concerned within three (3) working days or a day agreed to by the parties, to deal with the appeal and render a decision in writing not later than three (3) working days after the meeting.

STEP 3

Failing satisfactory settlement being reached in Step 2, the employee concerned, together with the **Chairpersperson** (or designate), and a representatives of the **CAW National and/or Local Union**, shall meet and discuss the matter within five (5) working days, or a day agreed to by the parties, with the Vice-president **Human Resources, or his designate within the department** who shall render a decision **in writing** within five (**5**) working days after such meeting.

STEP 4

Failing settlement at Step 3, the grievance or complaint may be referred to Arbitration. If Arbitration is to be invoked, a written request for Arbitration must be given to the Vice-president Employee Relations within five (5) working days after the grievance or complaint has been dealt with at Step 3.

12:03 (a) **Policy Grievance Procedure**

Where a difference arises between the Employer and the Union concerning the interpretation, administration or violation of this Agreement or other matters that may be considered policy matters of this Agreement, it shall be originated at Step **3** within ten (10) working days following the

occurrence or circumstance giving rise to the grievance, with such differences between the parties being reduced to writing and delivered to the other.

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 or she could have instituted.

Where the grievance is initiated by the Hospital, it shall be filed with the Union Representative.

- (b) Failing satisfactory settlement of such grievances, it is understood that same may be carried through the balance of the grievance procedure including steps of Arbitration for final and binding settlement upon the parties.

12:04 **Group Grievance Procedure**

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, signed by each employee, filed at Step 2 of the Grievance Procedure within **ten (10)** working days after the circumstances giving rise to the grievance have occurred. The remaining provisions of the Grievance and Arbitration procedures shall then apply with respect to the processing of such grievance.

- 12:05 Any time limits referred to in the grievance and arbitration procedures within which any procedure is required to be taken or notice required to be given shall be calculated exclusive of Saturdays, Sundays or Statutory Holidays (as declared) and, for the aggrieved employee, supervisor, administrator, his or her **days** off.

ARTICLE 13 - ARBITRATION

- 13:01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, the party requesting arbitration shall notify the other party **in writing** of its desire to arbitrate the difference or allegation and shall at the same time **submit a list of three (3) suggested Arbitrators or where a Board of Arbitration has been agreed to as per Article 13:10, submit the name of** its appointee to the Arbitration Board.

- 13:02 The recipient of the notice shall, within five (5) **regular working** days of the receipt of same, **select one of the three (3) suggested Arbitrators or submit a list of three (3) suggested Arbitrators. In the case of an Arbitration Board, the recipient shall within five (5) days of receipt of same** notify the other party of the name of its appointee to the Arbitration Board.

- 13:03 **If the parties fail to agree on the selection of an Arbitrator, the matter may be referred to the Minister of Labour who shall appoint one upon request of either party. Where a Board of Arbitration has been agreed to as per Article 13:10, the appointees shall** within ten (10) days of the appointment of the latter, appoint a third person to act as Chairman. If the two appointees fail to agree

upon a Chairman within the said ten (10) days or if the recipient of the notice fails to appoint an Arbitrator within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 13:04 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.
- 13:05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision of the majority of **such** Board shall be final and binding upon the parties and any employees affected by it. If there is no majority the decision of the Chairman shall govern.
- 13:06 The Arbitration Board shall make such decisions as it may in the circumstances deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance then before it.
- 13:07 The Arbitration Board shall not be authorized to alter, modify or amend any provisions of this Agreement or to substitute any new **provisions** for any existing provisions, nor to make any decision inconsistent with the terms and provisions of this Agreement.
- 13:08 Nothing herein shall be interpreted or construed to prevent the Arbitration Board from **ordering** reinstatement in employment with full or partial pay lost by an employee who has been dismissed or suspended.
- 13:09 **The expense of the Arbitrator / Chairman of the Arbitration Board shall be shared equally between the parties and each party shall bear the expense of their appointee.**
- 13:10 Notwithstanding the foregoing provisions of this Article, the parties hereto may in substitution for the above procedure, agree in writing **that a Board of Arbitration may be substituted for a single Arbitrator**, in which case such Arbitrator shall have the same jurisdiction, power and authority as has been given to the **Arbitrator** by the foregoing terms of this Article.

ARTICLE 14 - STRIKES AND LOCK-OUTS

- 14:01 It is mutually agreed that no strikes, slowdown, stoppage of work or other interference with service on the part of the members of the Union will be permitted by the Union and, to this end the Union will take affirmative action and no lock-outs will occur by the Employer.

ARTICLE 15 - DISCHARGE OR SUSPENSION

- 15:01 The Employer shall not discharge or suspend any employee without just and sufficient cause. The Employer shall direct a letter to the employee concerned confirming such discharge or suspension and reasons for such action. Any claim of wrongful discharge or suspension may be submitted to the Grievance Procedure as set forth in this Agreement within seven (7) days from the date of discharge or suspension and shall be dealt with as herein provided. Step 1 of the Grievance Procedure will be omitted in such cases. The notice of discharge or suspension will be provided to the **Chairperson** and the Union Office.

- 15:02 Warning, disciplinary and suspension notices shall be removed from an employee's file providing the employee has been discipline free for a period of **fourteen (14)** months.
- 15:03 An employee upon his/her written request and in the presence of a representative of the Employer will be given access to their own personal file.
- 15:04 **A union representative will be present during all disciplinary action taken against an employee. The Hospital will notify the union representative that the subject matter of the meeting is disciplinary.**

ARTICLE 16 -WAGES

- 16:01 (a) Schedule " A attached hereto, shows the classifications and wage rates of the employees covered by this Agreement with effect from the dates set out herein. It is mutually agreed that the said schedule and contents thereof shall constitute a part of this Agreement.
- (b) It is further agreed that if any new classifications within the bargaining unit are created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between the Employer and the Union. If the parties are unable to agree, such a dispute will be submitted to arbitration.
- (c) It is further agreed that the wage rates set out in said Schedule " A shall be paid retroactively to employees who are on the payroll of the Employer during the period to which such wage rates are made applicable, as noted on Schedule " A, for hours worked during such period or periods.
- 16:02 The regular pay days for employees covered by this Agreement shall be every second Thursday during the term hereof, on which day they will be paid their respective wage entitlements by direct deposit, calculated to and including the previous Friday. Pay stubs will be made available on and after 2:00 p.m. on the regular pay days. The Employer shall endeavour to have the pay stubs available on Wednesday after 3:00 p.m. for employees scheduled off work on such pay days. Furthermore, provided pay stubs are available, they will be distributed by the Employer to the Wednesday afternoon staff at the completion of the shift and to the night staff during their scheduled night shift.
- 16:03 **Shift Premium**
The Employer will pay a shift premium to all employees who begin working:
- (a) on or after 1500 hours on any shift, **seventy-five** cents (**75¢**) per hour effective the first pay week following ratification.
- (b) on or after 2300 hours on any shift, **seventy-five** cents (**75¢**) per hour effective the first pay week following ratification.
- If less than a full shift is worked by an employee, shift premiums shall be pro-rated at forty-five cents (**45¢**) cents per hour and effective the first pay week following ratification shall be pro-rated at sixty cents (**60¢**) per hour.

If the majority of an employee's hours worked falls between 1500 hundred hours and 0700 hours, the employee will be paid the shift premium for all hours worked.

16:04 **Weekend Premium**

All employees in the bargaining unit will be paid a weekend shift premium of forty-five cents (45¢) per hour, and effective the first pay week following ratification will be paid a weekend shift premium of sixty cents (60¢) per hour, for all hours worked between 2345 hours Friday and 2345 hours Sunday.

ARTICLE 17 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

17:01 The normal full-time hours of work shall be seventy-five (75) hours bi-weekly, consisting of ten (10) seven and one-half (7-1/2) hour days, exclusive of half-hour (1/2) meal periods. This is not to be read or construed as a guarantee of hours of work per day or per week or of days of work per week.

17:02 The recognized work week shall be from Saturday (the first scheduled shift) to Friday (the last scheduled shift).

17:03 Employees shall be in uniform and at their place of duty promptly at the commencement of each shift and shall remain on duty until the termination thereof.

17:04 Employees shall not be required to work more than six (6) consecutive days without his or her consent except in an emergency situation beyond the control of the employer. If an employee is required to work on a seventh (7th) or subsequent consecutive day, he will be paid at time and one-half (1-1/2) his regular hourly rate.

17:05 In the event of an employee working a full thirty-seven and one-half (37-1/2) hours in a single week, he shall be entitled to two (2) days off. The Employer hereby undertakes to use its best efforts consistent with the proper management of the Hospital to ensure that such days off may be taken consecutively, and it is understood that if taken consecutively the said days off need not fall within the same work week as defined herein. The Employer further undertakes and agrees to use its best efforts to rotate the consecutive days off as herein provided so as to effect equal distribution thereof among its employees. If an employee is required to work six (6) consecutive days or more, the following days off will be consecutive.

17:06 (a) The Hospital agrees to set forth the working schedule of employee in each department. The hours and days of work of each employee shall cover a four (4) week period and shall be posted two (2) weeks in advance. There shall be no change in the schedule of full-time or **part-time employee(s)** after being posted unless by mutual agreement of the Hospital **and the affected employee** except in the case of an emergency **or in order to comply with other contractual provisions**. Requests for specific days off are to be submitted to the department in writing at least two (2) weeks in advance of the posting. **The Union and the Hospital agree to implement the scheduling process in the dietary department for a**

three (3) month trial period and the parties agree to meet at least six (6) weeks and three (3) months in order to discuss and resolve scheduling issues. The parties agree that if such scheduling is not agreeable to the parties, the parties shall meet to explore mutually agreeable changes to the scheduling process.

In the event the schedule of an employee(s) must be changed, such change will be made as far in advance as possible. Affected employees unable to be informed of the change by checking the schedule will be notified by the Hospital.

The Hospital agrees there shall be no red x on the posted schedule.

- (b) Mutual shift changes between employees in the same classification require prior approval by the Employer. Such approval shall be dealt with in a timely fashion and shall not be unreasonably denied by the Employer.
- (c) Written requests submitted to the Employer by full-time employees that work rotating shifts who wish to work a permanent afternoon or night shift will be granted on the basis of seniority, if such shifts are available. The employees who are given the permanent shift will remain on the afternoon or night shift for a minimum period of six (6) months, unless the employee is assigned to a different shift by the employer, due to an emergency or for the purpose of evaluation.
- (d) Should a job assignment for a full-time employee be changed/altered through Departmental re-organization for whatever reason and such constitutes a change in shift, choice of shift shall be scheduled according to seniority.

Note: Shift shall be defined as days, afternoons and midnights as well as the various start times within each.

17:07 For those employees in the bargaining unit who do not receive sixteen (16) hours off between scheduled shifts, a payment of time and one-half (1-1/2) for all hours worked, before the sixteen **(16)** hour deadline, will be made.

17:08 Employees who report for work for which they are scheduled or called in but for whom no work is available, shall be paid four **(4)** hours time at their regular straight time pay, or for the number of hours for which they were scheduled or called in if less than four **(4)** hours.

17:09 The Employer shall not require any of its employees within the bargaining unit to stand-by at home without paying to such employee his or her wage rate for the required "stand-by" time.

17:10 (a) **Rest Periods**

Employees shall be allowed two (2) fifteen **(15)** minute rest periods during the regular seven and one-half (7-1/2) hour working day, one in the first half of the shift and one in the second half of the shift at a time to be determined, from time to time by the Employer. It is understood and agreed that in the event of an emergency or other cause beyond the control of the Hospital an employee's services may be required during the

period normally allocated for a rest period. In such circumstances, it is understood and agreed that any employee so affected will cooperate accordingly in dealing with such emergency and the rest period(s) will be taken at a later time (mutually acceptable to the employee and the Supervisor).

(b) **Meal Breaks**

The employees shall be entitled to a meal break of one-half (1/2) hour at such time or times as may be designated by the Employer. If the employee leaves the Hospital premises on their unpaid meal break, they must notify their supervisor. Employees required to remain on the Hospital premises during their meal break will be paid for the one-half (1/2) hour at their regular rate of pay.

17:11 Full-time employees shall receive at least one (1) weekend off in two (2) consecutive weekends, except during the scheduling periods for the Christmas and New Year's holidays during which periods such employees shall receive at least one (1) weekend off in four (4) consecutive weekends.

Part-time employees shall receive at least one (1) weekend off in each four (4) consecutive weekends, except employees hired to regularly work weekends only. Insofar as it is practical to do so, while maintaining the efficient operation of the Hospital, the Hospital will endeavour to grant part-time employees one (1) weekend off in three (3) except employees hired to work weekends only.

17:12 Employees will not be required to work split shifts, except Tray Carriers working on weekends.

17:13 It is understood that some schedules may conflict with the above provisions. Thus, provided such schedules are made by the Employer with the mutual consent of the employee(s) concerned, in keeping with the provisions of equalization of part-time hours, such schedules shall not be in violation of the provisions above.

17:14 **Overtime**

(a) The Employer shall pay time and one-half (1-1/2) the regular rate of pay, calculated to the nearest twenty (20) minutes worked, for all time in excess of seven and one-half (7-1/2) hours in any one day, if such additional time is worked after the employee's scheduled finishing time.

(b) Time and one-half (1-1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of seven and one-half (7-1/2) hours in one day or seventy-five (75) hours in a bi-weekly pay period but not both. If an employee's scheduled paid holiday (or alternative day off under Article 21:02 [b] hereof) falls within the employee's scheduled work week, such paid holiday shall be deemed as seven and one-half (7-1/2) hours worked for the purpose of computing overtime. The overtime rate shall also be paid for work performed during an employee's scheduled time off. Overtime opportunities shall be offered by seniority within the classification in the Department or Nursing Unit. Should it be necessary for the Hospital to amend such procedures, the Union will be consulted prior to

implementation. Overtime offered but turned down will be considered as having been worked.

- (c) An employee required to work two **(2)** hours or more overtime in any day in addition to his or her regular seven and one-half (7-1/2) hour shift shall be supplied with a voucher entitling him or her to a free meal up to \$5.00 in value in the Hospital cafeteria, or a cash allowance in lieu thereof in the amount of \$4.00.

17:15 Temporary Assignment

If an employee is temporarily assigned to work in another classification for a period in excess of one hour, he shall be paid for such time worked from the commencement of such work at the highest rate in the classification. If such highest rate shall be less than the employee's current rate of pay, he shall suffer no reduction in pay. If such transfers are on a continuing and regular basis, involving in excess of five (5) working days, the job shall be posted in the manner herein provided.

17:16 An Orderly replacing the Attendant in C.P.H. will be paid a differential of fifty cents (50¢) for any time worked to a maximum of seven and one-half (7-1/2) hours per day commencing with the first hour.

17:17 An employee required to perform some of the management functions of a Supervisor or non-union employees, commencing on the first day of such employment shall be paid at his or her regular rate of pay plus seventy-five (75) cents per hour (effective February 7th, 2001) added to the rate of pay to compensate for any additional duties required of him.

17:18 Time Change

With the changeover to Day Light Saving from Standard Time or vice-versa in any year, employees will be paid for all hours worked at regular pay when the changeover occurs.

17:19 The Union acknowledges that nothing in this Agreement constitutes a guarantee to part-time employees of a certain number of hours to be worked in a day or a certain number of days to be worked in a week. However, the parties agree that effective March 10th, 2001, the minimum length of shift for part time employees shall be three (3) hours. Effective January 1st, 2002, the minimum length of shift for part time employees shall be four **(4)** hours. This clause shall not apply to tray carriers and students.

17:20 Equalization of Hours for Part-Time Employees

Subject to Articles 17:22 and 17:23, it is understood that the opportunity for all hours of work within a classification, within a Department, shall be equalized among the part-time employees over a six (6) week period. It is further understood that where the classification(s) is in direct Patient Care, "Department" shall mean the Unit or Area in which such employee in the above classification works.

17:21 The Union recognizes the need for the Food and Nutrition Department to equalize hours for the part-time employees as per Article 17:20 per site. However, it is agreed that the Union **(Chairperson)** and the Union

Representative) will meet with the Employer to review the equalized hours within each site (those sites being the Metropolitan Campus, the Western Campus and Malden Park), identify any discrepancies of equalized hours among the part-time, and between the three sites and resolve as per 17:22.

17:22 There shall be a seven percent (7%) variance tolerated in such equalization of hours for part-time employees over the six (6) week period. All discrepancies shall be corrected within the next six (6) week period.

17:23 Restrictions for Opportunity of Equalization of Hours are as follows:

- (a) Shifts offered but declined are counted towards equalization except where any part-time employee is exercising any of their rights in this Collective Agreement, e.g. weekend provision, 16-hour provision, overtime provisions, etc.
- (b) Part-time employees shall notify the Employer in writing of specific unavailable hours/days which are not covered under any provision of the Collective Agreement. Provided the Employer can adequately staff and maintain the efficiency of the Department, the Employer will give reasonable consideration to such written requests from part-time employees. Upon approval, such hours/days are a restriction.
- (c) Sick days and approved vacation days are a restriction. This will not however affect the Employer's current practice of allowing employees to top up their two (2) week pay periods with unused vacation entitlement to a maximum of seventy-five (75) hours per pay period.
- (d) Where the Employer has provided satisfactory evidence to the Union that a part-time employee has been unavailable for equalization of hours on four (4) consecutive unscheduled days over the six (6) week period, such unavailability will be considered a restriction.

17:24 **Call-In**

All call-ins for replacement of hours will be counted towards equalization as stipulated in Article 17.

When calling employees, the parties agree to the following:

If the replacement of hours is within a twenty-four (24) hour period, the Union recognizes the Employer's need to fill such hours in a timely fashion and it is agreed that the Employer shall move through the seniority list if unable to contact the part-time employee.

However, if the Employer has over twenty-four (24) hours notice to fill replacement hours, then the Employer shall allow one (1) hour for affected employees to return the Employer's call.

17:25 Shifts remaining after exhausting part-time employees within a classification in the Food and Nutrition Department, at a regular straight time hourly rate of pay, will be offered to regular part-time employees in other classifications in the department who have signed up and been trained for such work. Should such shifts result in overtime payment(s), those shifts shall be offered to the full-time and then part-time employees by seniority within the classification.

The Employer shall offer training to a reasonable number of part-time employees on the basis of seniority to allow for the above.

The intention of this clause is to replace employees within the classification and shall not be utilized in a manner inconsistent with the Collective Agreement.

17:26 Where the schedule of one (1) or more part-time employee(s) in a Department equates to a full-time position in excess of eight (8) consecutive weeks, and such schedule is not due to vacation or any type of leave of absence, such position shall be posted as a full-time position.

17:27 The Union recognizes the need for the Housekeeping Department to utilize part time employees, at all three (3) campuses. It is agreed that all part time employees shall be rotated at all campuses and on all shifts in order to equalize their hours in accordance with Article 17:20.

ARTICLE 18 - TEMPORARY VACANCIES

18:01 (a) Temporary full-time vacancies which are expected to exceed **four (4)** weeks but not more than four **(4)** months shall be filled as follows:

- i) Part-time employees within the Department, within the classification of which a temporary vacancy occurs shall be given the opportunity to fill the vacancy in order of seniority. If such vacancy is not filled through the above then qualified part-time employees within the Department shall be given the opportunity to fill the temporary vacancy in order of seniority
- ii) If the temporary vacancy is still not filled after the provisions in (i) have been followed, then a new employee hired into a temporary vacancy shall be hired as a regular employee except they shall be terminated at the end of their temporary appointment and shall not accumulate seniority.
- iii) Part-time employees who fill the above temporary vacancies shall be treated as a regular employee and covered by the provisions of the Collective Agreement and at the expiration of the full-time temporary vacancy, such employee shall return to their former position. However, it is understood that the more senior part-time employee shall at all times be filling such vacancies, e.g. at the expiration of one full-time vacancy, a seniority employee would have the right to move to a second full-time vacancy if such vacancy was filled with a less senior employee, and then at expiration of that vacancy return to their former position.
- iv) It is understood that the part-time employee(s) filling the above full-time vacancy would not, for the duration of such vacancy, be participating in the provisions of the Collective Agreement that pertain to equalization of hours.

18:02 **Term Certain Employment - Full-Time and/or Part-Time**

- (a) Term certain appointments to replace an employee on leave or to perform a special non-recurring task, or any other work of a temporary nature,

which are expected to be for periods in excess of four (4) months, and not more than twelve (12) months, shall first be posted in accordance with the regular Job Posting provisions. The initial vacancy will be posted and other full or part-time employees may apply. At the expiration of the term, the employee will be returned to their former position.

- (b) An individual hired into a term certain appointment shall be treated as a regular employee and covered by the provisions of the collective agreement with the exception that at the expiration of their term certain appointment they will be paid off and shall not have the right to displace any other employee in the bargaining unit but shall **maintain the right to be re-hired at the sole discretion of the employer. If the Union requests, the Hospital agrees to disclose the reasons for not re-hiring.**
- (c) Similarly, subsequent vacancies will be posted. Extra hours of work left behind as a result of filling the subsequent vacancy shall be filled in accordance with the Temporary Vacancies provision in Article 18:01.
- (d) The Hospital will notify the Union should any term certain appointment be extended, provided however that an extension beyond twelve (12) months shall be by mutual agreement between the parties.
- (e) The Union will be notified in writing by the Hospital whenever an employee has been hired into a term certain position within the bargaining unit.

18:04 **Summer Students**

From May 1st to September 30th, the Hospital may utilize Students for vacation relief provided the following criteria is observed:

1. If there are employees on layoff, there shall be a temporary, voluntary recall with automatic reversion to the previous position/status at the end of the vacation period;
2. All part-time employees are scheduled ten (10) days per pay, if available;
3. Then students will receive available hours.

It is further understood that the scheduling will be as stipulated by provisions of the Collective Agreement and the Union recognizes the Hospital's right to avoid overtime situations, however, should overtime arise, provisions of the Collective Agreement shall apply.

18:05 Employees in the classification of Tray Carrier will be given the first opportunity for hours of work as a Student which includes replacing any extra hours of work required from May 1st to September 30th to a maximum of thirty-seven and one-half (37-1/2) hours per week in which case they will continue to be paid the Tray Carrier rate of pay.

ARTICLE 19 - UNIFORMS

19:01 The Employer reserves the right to establish standards of dress code including colour and style for any classification. The Employer will make uniforms

available for purchase by the employees at the Hospital cost price and where such uniform is not available for purchasing, a full-time employee will receive Five Dollars (\$5.00) per month and a part-time employee will receive Two Dollars and Fifty Cents (\$2.50) per month until a uniform is made available for purchase. The method of payment (monthly, semi-annually or yearly) will be determined by the Employer.

19:02 The Employer will make available outer wear consisting of parkas, boots, gloves and heavy raincoats for those employees who require them in the course of their duties.

19:03 The Hospital will provide a safety shoe allowance of **seventy-five dollars (\$75.00)** once in each calendar year, payable upon submission of receipt to their Manager, to each full-time employee (pro-rated part-time) who is required to wear safety shoes. Such shoes must be Hospital and C.S.A. approved and must be worn at all times.

ARTICLE 20 - VACATIONS

20:01 As of April 30th in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period less than twelve (12) months shall be entitled to and shall receive the number of days' holiday with pay as set out below:

One month's completed service	Nil
Two months' completed service	One Day
Three months' completed service	Two Days
Four months' completed service	Three Days
Five months' completed service	Four Days
Six months' completed service	Five Days
Seven months' completed service	Five Days
Eight months' completed service	Six Days
Nine months' completed service	Seven Days
Ten months' completed service	Eight Days
Eleven months' completed service	Nine Days

20:02 As of April 30th in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period of twelve (12) months but less than two (2) years, shall be entitled to and shall receive two (2) weeks vacation with pay.

20:03 Employees having two (2) years or more of continuous service with the Employer but less than five (5) years of continuous service as of April 30th or at a date between May 1st and September 30th in each year, shall receive three (3) weeks vacation with pay.

20:04 Employees having five (5) years or more of continuous service with the Employer but less than **fourteen (14)** years of continuous service as of April 30th or at a date between May 1st and September 30th in each year shall receive four (**4**) weeks vacation with pay.

- 20:05 Employees having **fourteen (14)** years or more of continuous service with the Employer but less than **twenty-three (23)** years of continuous service as of April 30th or at a date between May 1st and September 30th in each year, shall receive five (5) weeks vacation with pay.
- 20:06 Employees having **twenty-three (23)** years or more of continuous service with the employer as of April 30th or at a date between May 1st and September 30th in each year, shall receive six (6) weeks vacation with pay.
- 20:07 It is agreed that vacation pay shall be paid to all employees in advance of their holiday period on request, and all normal deductions shall also be made from such vacation pay. As a matter of management policy, subject however, to any exceptions made necessary by maintenance of the efficient operation of the hospital, which exceptions shall be at the discretion of management, vacation will be arranged so that an employee's vacation period immediately follows his or her regular weekly days not worked.
- 20:08 Insofar as it is practical to do so having regard to the necessity of maintaining the efficient operation of the Employer's hospitals, vacation periods will be allocated in each year during the period from May 1st to September 30th and employees shall be granted vacation periods requested in accordance with their seniority on a departmental choice basis. Vacations during periods other than those as herein stated, shall be permitted by mutual agreement between the Employer and the employees concerned.
- 20:09 Any employee called in to work during his or her vacation period will be paid at the rate of time and one-half of his or her regular rate of pay.
- 20:10 "Continuous service" as it appears in this Article, shall mean unbroken employment and shall include those periods referred to in Article 6:05 hereof for the purposes therein set out.
- 20:11 In the event that an employee is hospitalized for non-elective reasons or on Worker's Compensation immediately prior to the commencement of a scheduled vacation period, he will be permitted to reschedule his vacation at a later date mutually agreeable to the employee and the Employer. In arranging such date, it is understood that the employee does not have the right to use his seniority to displace another employee who has less seniority from vacation time already allotted.
- 20:12 (a) In the event that an employee is hospitalized, either immediately preceding the commencement or during their scheduled vacation period, the time spent in Hospital shall be considered as sick leave. Those days of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually acceptable to the employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation schedule approved.
- (b) In the event that a death of an employee's family (as provided in Article 9) occurs during an employee's scheduled vacation period, the time (as provided in Article 9) from and including the date of death, up to and including the date of the funeral shall be considered as bereavement

leave. Any day(s) of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually acceptable to the employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation schedule approved.

- (c) **In the case of an employee who has scheduled vacation of five (5) days or more, the Hospital will schedule at least one (1) weekend off (Saturday and Sunday consecutive) either immediately prior to or following the vacation period. The Hospital will endeavour to schedule both weekends off if requested by the employee.**

20:13 Part-Time Employees

Part-time employees shall be entitled to the same proportion of vacation time as expressed throughout this Article as the part-time employee's hours worked bear to full-time employment (the average hours worked by a part-time employee will be calculated for the twelve [12] month period ending April 30th).

- 20:14 Any employee who severs his or her employment with the Employer prior to the expiration of this Agreement will be entitled to receive, on a pro-rata basis, vacation days with pay to which he or she is then entitled, calculated in accordance with the terms of this Article. If an employee fails to give to the Employer two (2) weeks notice of termination of his employment, his vacation pay shall be calculated at the minimum rate set out in The Employment Standards Act of the Province of Ontario for the first two (2) weeks of vacation entitlement and at the rate set out in this Agreement for that portion of his vacation entitlement in excess of two (2) weeks.

- 20:15 Employees shall be required to express their vacation preferences not later than the 1st day of April in each calendar year to the Employer. Any such requests received by the Employer will be used to grant vacation periods in accordance with seniority. If an employee fails to express their vacation preference by April 1st, vacation requests will be granted (subject to Departmental practices and staffing requirements) on a "first come first served" basis.

- 20:16 Vacation requests for time off during the period from May 1st through September 30th must be submitted by April 1st. Such requests shall be reviewed and granted in accordance with Departmental practices and the terms defined by Article 20:08. With the exception of vacation requests during this period, employees shall be given written confirmation of approval for their vacation requests no later than two (2) weeks following receipt of such written requests by their Supervisor.

ARTICLE 21 - PAID HOLIDAYS

- 21:01 Each full-time employee shall be paid seven and one-half (7-1/2) hours pay at his regular daily rate for each of the following days, namely:

1. New Year's Day (January 1)
2. Second Monday in February or Heritage Day if proclaimed
3. Good Friday
4. Victoria Day
5. Second Monday in June

6. Canada Day (July 1)
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Armistice Day (November 11)
11. Christmas Day (December 25)
12. Boxing Day (December 26)

21:02 If an employee is scheduled to work on a paid holiday and actually works, then he may elect either:

- 21:03 (a) to be paid for all hours worked on such day at the rate of one and one-half (1-1/2) times his regular rate of pay in addition to his regular rate of pay, or
- (b) to be paid for all hours worked on such day at the rate of one and one-half (1-1/2) times his regular rate of pay and to have an alternative day off at regular pay. Such alternative day off shall be given by the Employer within four (4) weeks after the holiday, or at a time mutually satisfactory to the Employer and the employee. If a request for a particular lieu day is made not later than three (3) weeks prior to the commencement date of a schedule in which the requested date occurs, the Employer will make every effort to accommodate such request, and if more than one, in order of receipt. If the request is made at a later date, then the employee will be responsible for making arrangements to trade his or her shift with another employee unless the Employer is otherwise able to accommodate the request.

In the event a holiday as specified in this Article falls within an employee's vacation period, it shall be mandatory to extend the vacation period by one (1) working day with seven and one-half (7-1/2) hours pay to be scheduled prior to the commencement of the vacation.

21:04 In case of illness, employees with one (1) or more years seniority shall be paid for those paid holidays falling within the three (3) month period from the commencement of such illness.

21:05 Time worked on a recognized paid holiday in excess of seven and one-half (7-1/2) hours (exclusive of one half-hour lunch break) will be paid for at two and one-quarter (2-1/4) times an employee's regular rate of pay except when overtime has been worked on that day as a result of a shift exchange with another employee agreed to by the Employer.

21:06 For the purpose of holiday pay entitlement only and for no other purpose, it is agreed that the tour which begins at 2330 hours on the day preceding a paid holiday and which ends at 0730 hours on the paid holiday, shall be deemed to be work performed on the holiday for the full period of the tour, and the tour that begins at 2330 hours on a paid holiday and ends at 0730 on the day following the paid holiday, shall be deemed to be work performed on a regular work day for the full period of the tour.

21:07 (a) All employees shall be scheduled to take either Christmas Day and Boxing Day or New Year's Day off on a choice basis by department and classification in accordance with their seniority.

(b) Where a full-time employee is scheduled to take the Christmas Day and Boxing Day holiday off, a minimum of two (2) regular days off will be scheduled in conjunction with the above holiday, consisting of the two (2) days before, or two (2) days after, or the day before and the day after.

Where a full-time employee is scheduled to take the New Year's Day holiday off, a minimum of three (3) regular days off will be scheduled in conjunction with the above holiday, one of which will be New Year's Eve Day, plus two (2) days before, or two (2) days after, or the day before and the day after.

(c) The Employer will provide a minimum of three (3) days off for part-time employees and shall endeavour to provide the same entitlements in (b) above for part-time employees provided that the Managers are satisfied that enough experienced personnel are retained to provide proper and adequate service in these classifications.

It is understood that in order to put this into effect, the normal time schedule for the three (3) week period which includes Christmas and New Year's may not be adhered to in that it may not be possible to give full-time employees every second (2) weekend off, or to work only five (5) consecutive days; however, employees shall not be required to work more than six (6) consecutive days unless the employee gives the Employer their consent to do so.

(d) The Employer agrees to endeavour to arrange additional time off over and above those provisions referred to in this Article provided the Employer is satisfied that enough experienced personnel are retained to provide proper and adequate services in the Department and classification.

21:08 (a) At least six (6) weeks prior to the Christmas holiday season, the Employer shall post (within each Department) a list seeking volunteers to work Christmas Day, Boxing Day and/or New Years Day. Any employee interested in working any or all of these days will be required to indicate their preference(s) by signing this volunteer list.

(b) In the event that there are more employees interested in working (on any or all of these Paid Holidays) than those required to ensure the efficient operation of the Hospital, the opportunity to work will be offered to those interested employees on the basis of seniority – provided that they have the qualifications and ability required to perform the job.

(c) In the event that insufficient staff has volunteered to work (on any or all of these Paid Holidays), to maintain the quality of patient care and the efficient operation of the Hospital shall have the right to schedule the employees with the least seniority to work as required (subject to the provisions of Article 21:07).

ARTICLE 22 - SICK LEAVE

22:01 At the commencement of the fourth month of continuous service an employee within the Bargaining Unit shall be credited with three (3) days sick leave with pay. Thereafter, such employee shall be credited with one (1) days sick leave with pay for each additional month of continuous employment and on completion of one (1) year's service, such credit shall be increased to one and one-half (1-1/2) days per month.

22:02 The unused portion of an employee's sick leave credits, including the accumulated sick leave credits due an employee pursuant to the terms of prior agreements, shall accumulate up to a maximum accumulation of two hundred (200) working days.

22:03 If an employee on authorized vacation or on leave of absence is unable to return to his or her employment when scheduled to do so because of illness or injury, such employee shall be entitled to use any accumulated and unused sick leave standing to his or her credit.

22:04 An employee's sick leave credit accumulated pursuant to the terms of prior agreements between the parties shall remain credited to such employee. In the event of illness, sick leave credits accumulated from and after December 1st, 1972, shall be used before sick leave credit accumulated prior to that date is charged. On termination of employment, the cash settlement to which an employee shall be entitled pursuant to paragraph 22:05 hereof, shall be calculated as follows:

(a) The proportion of sick leave credits accumulated from and after September 8th, 1970, in accordance with the formula set out in paragraph 22:05,

(b) The total number of sick leave days accumulated on or before September 7th, 1970, pursuant to the terms of the prior agreement or agreements then in effect between the parties less any portion thereof subsequently used, provided, however, that the total cash settlement paid on termination shall in no case exceed Seventy-Five (75) days. Sick credits shall be paid out upon termination under the formula found in Article 22:05, but at the employee's then current rate of pay effective the date of termination.

22:05 Subject to the provisions of Paragraph 22:04 hereof, on termination of employment, an employee with the following seniority shall be paid cash in lieu of the accumulated sick leave credits on the following basis:

An employee with two (2) years seniority - Twenty-Five Per Cent (25%) of his accumulated sick leave credits:

An employee with three (3) years seniority - Thirty-Three Per Cent (33%) of his accumulated sick leave credits:

An employee with four (4) years seniority - Forty Per Cent (40%) of his accumulated sick leave credits:

An employee with five (5) years seniority - Fifty Per Cent (50%) of his accumulated sick leave credits.

- 22:06 The Employer will notify employees of their sick day credits as of December 31st in each year by including this information in the employees' pay envelopes on or before March 31st of the following year. Such sick leave credits will be shown by accumulated shifts or fractions thereof.
- 22:07 The beneficiary or estate of an employee who dies while in the employ of the Employer, and who has at least two **(2)** continuous years service, shall be entitled to receive the balance of the employee's sick leave credits due him as provided for in Article 22:05 herein.
- 22:08 Upon termination of employment, employees shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of accumulated sick leave credits, calculated as aforesaid, and this is to be paid in full and complete settlement of any unused sick leave to an employee's credit on date of termination to a maximum of Seventy-Five (75) days, except in the following cases:
- (a) If the employee is discharged by the Employer for just cause and such employee has not been reinstated through the grievance procedure, or
 - (b) If the employee leaves the employ of the Employer without giving two (2) weeks notice in writing, or
 - (c) If an employee has not completed two **(2)** continuous years of employment with the Employer.
- 22:09 The Employer shall have the right to demand production of a medical certificate when an employee has been absent from duty due to illness or injury for three (3) days or more and on the fourth (4th) separate occasion of one (1) day or more duration in a calendar year. Such medical certificate shall indicate the first and last day of illness and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee wages for any time away from work. It is understood and agreed that any demand for production of a medical certificate shall be made by the Manager or in his absence, a person acting on his behalf of the Employer. The Employer shall bear the total cost of all medical certificates required upon production of a valid receipt. Any cost associated with obtaining a medical receipt (i.e. mileage, etc.) will not be subject to reimbursement. The Employer shall have the right to demand production of a medical certificate in a form satisfactory to the Employer.
- 22:10 (a) Absence due to illness or injury, compensable by the Workplace Safety & Insurance Board, shall not be charged against sick leave credits (except as set out below).
- (b) Where an employee is absent as a result of an accident while at work or illness inherent to occupation and as a result is receiving insurance benefits as awarded by the Workplace Safety & Insurance Board, he shall receive the difference between his regular pay and the Board's award if unused sick credits are available. If such employee is not eligible for

insurance benefits, he shall receive sick pay if unused sick pay credits are available.

- 22:11 Employees shall, whenever possible, report absent at least four (4) hours before the start of their regular shift (1 hour for the day shift) and shall notify the Employer at least four (4) hours before their return to work unless such notification is not reasonably possible. For absences of more than one (1) day, the Employee will notify the Employer before 3:00 p.m. on the previous day of his intention to return to work.
- 22:12 It is mutually agreed that an employee shall not be entitled to sick leave pay for the first two (2) days absence from work during the fourth (4th) and successive illness in any calendar year; provided that the provisions of this sub-article will be waived by the Employer in the case of an employee who has two (2) years seniority with the Employer and who has twenty-five per cent (25%) or more of his possible sick leave accumulation standing to his credit at the time of such illness. Provided, however, that if an employee is sent home from work because of illness or injury, his absence from work on that day will not be counted as an absence for illness in calculating the "fourth (4th) and successive illness" referred to in this paragraph.
- 22:13 Sick leave may be used during the period until Workplace Safety & Insurance payments commence at which time the employee will reimburse the Hospital, and the Hospital will credit and return to the employee's sick leave bank, the number of days represented by such repayment. **The entitlement will apply to any initial WSIB compensable injury and any reoccurrence thereof.**
- 22:14 An employee who is unable to report for work because of personal illness or injury or for personal reasons shall only be required to explain the reasons for such absence to his or her Manager or Acting Manager.

ARTICLE 23 - HEALTH CARE BENEFITS

23:01 Semi-Private Coverage

The Employer will provide employees with semi-private coverage for hospitalization and the Employer will pay for full-time employees One Hundred Per Cent (100%) of the premium charged therefor.

23:02 Group Life Insurance

The Employer will pay on behalf of each full-time employee (exclusive of probationary employees) One Hundred Per Cent (100%) of the current premium charged under the Hospitals of Ontario Group Life Insurance Plan. It is understood that such plan provides coverage of twice an employee's annual wage (calculated to the nearest Five Hundred Dollars [\$500.00]).

23:03 Drug Prescription Plan

The Employer will provide employees with a prepaid drug prescription plan, Green Shield Plan "O", with extended health care (T4), or equivalent plan, and a \$2.00 co-pay (effective month following ratification) per prescription by the employee, and the Employer will pay for full-time employees One Hundred Per Cent (100%) of the premium charged therefore, including coverage of dependents, where applicable. The plan shall provide for mandatory product

selection (generic selection) in accordance with the Green Shield Prepaid Services Inc. procedures. The plan shall provide for the exclusion of over-the-counter (OTC) drugs - exclusion of those drugs which are available for purchase without a prescription.

23:04 Dental Plan

The Employer will continue to provide employees with coverage (single or family, as applicable in each case) under Green Shield 66 or equivalent, and will pay for full-time employees Seventy-Five Per Cent (75%) of the premium charged for such plan, based upon the O.D.A. tariff in effect from time to time.

Effective upon ratification, Orthodontic coverage will be provided on a 50/50 co-insurance up to a lifetime maximum of \$1,000.00 per insured.

23:05 Vision Care Plan

The Employer will provide a Vision Care Plan providing coverage in the amount of **one hundred, eighty-five dollars (\$185.00)** per family member each twenty-four (24) months. The Employer will pay for full-time employees One Hundred Per Cent (100%) of the premium for such benefit.

23:06 Premiums Paid During Illness or Injury

The Employer agrees to continue to pay the Employer's percentage of the premiums payable under the above noted plans on behalf of full-time employees who are absent because of illness or injury for the first three (3) months of such illness or injury, and for a maximum of four **(4)** weeks during an employee's leave of absence for other reasons except pregnancy leave, and in the case of pregnancy leave, Article 8:06 (a) will apply.

23:07 Substitution of Carrier

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer gives the Union not less than Sixty (60) days notice of such change, furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Negotiating Committee to discuss and explain the change proposed.

23:08 Hearing Aids

The Employer will provide coverage for hearing aids in the amount of **one thousand dollars (\$1,000.00)** per lifetime in accordance with the Manulife Audio Policy or equivalent.

23:09 Hairpieces

The Employer will provide coverage for hair pieces in the amount of \$500 lifetime in accordance with the Manulife Hairpiece Policy or equivalent.

23:10 Benefits on Early Retirement

Effective February 7th, 2001, at the retiree's cost, the hospital will make provision with their insurers to allow employees who thereafter retire "early" and who are in receipt of H.O.O.P.P. pension payments to maintain up to age 65 his or her participation in the hospital benefit plans (Semi-private, dental and extended health only), that the employee was participating in on the day the employee retired from employment with the Hospital.

Effective January 1st, 2002, the Employer will contribute the same portion towards the billed premiums of the Semi-private and Dental Plans for early retirees up to age 65 who are in receipt of H.O.O.P.P. pension payments as was contributed by the Hospital to the billed premiums of that particular employee on the day the employee retired from employment with the Hospital for those particular benefits. The retiree will continue to bear the full cost of premiums for the extended health care plan.

The employee shall deposit with the employer monthly post-dated cheque(s) for their portion of the premium payment to April 1st of the following year.

Notwithstanding the foregoing, the Employer agrees that if during subsequent collective agreement negotiations the Union is able to negotiate superior benefits (semi-private, dental and extended health only) to those in place at the time the above-mentioned retiree retires, the retiree will be able to participate in those superior benefits under the same conditions and requirements as stated above.

ARTICLE 24 - PENSION PLAN

24:01 It is agreed that full-time employees will participate and part-time employees may participate in the Hospitals of Ontario Pension Plan administered by the Ontario Hospital Association and that the Employer will pay the Employer's share of contributions payable thereunder and will deduct from eligible employee's wages the required portion of his or her earnings and remit same to the said Plan.

ARTICLE 25 - PART-TIME BENEFITS

25:01 Part-time employees shall be entitled to and shall receive the same proportion of wages, sick leave, vacation privileges and paid statutory and civic holidays as their total time worked bears to full-time employment, using as a basis for calculation the entitlements of full-time employees as herein set forth.

Part-time employees, excluding the job categories STUDENT and TRAY CARRIER, shall be entitled to participate in Health Care Benefits by paying a portion of the premiums based on the ratio of hours worked as compared to full-time hours averaged over a six-month period. Part-time employees are not eligible for Group Life Insurance coverage.

For the purpose of the above calculations, the average hours worked for an employee will be calculated for each six (6) month period ending April 30th and September 30th.

ARTICLE 26 - LAYOFF AND RECALL

26:01 Notice of Layoff

- (a) There shall be at least three (3) months notice in the event of a proposed layoff or reduction of hours if full-time, of a permanent or long-term nature, or in the event of a substantial bed cutback in service which affects, or could affect, the Bargaining Unit.

The Employer agrees to meet with the Union and discuss the reasons for such layoff, or reduction of hours if full-time, possible alternatives to it, and

the method of implementation, including the numbers of employees to be affected.

The Employer 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 six (6) weeks, notice in writing, **of his/her layoff with one (1) week notice per year of service up to a maximum of eight (8) weeks:**

Service shall be calculated as stated above as of the date of the proposed layoff.

- (b) In the event of a layoff or reduction of hours if full-time, for a period of six (6) weeks or less, the Employer shall give each employee in the Bargaining Unit, who has acquired seniority, one (1) week's notice.
 - (c) However, the above notices will not be required if a layoff occurs because of emergencies, for example fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.
 - (d) A copy of any layoff notices shall be sent to the Union at the same time as it is given or mailed to employee(s) concerned.
- 26:02 (a) In the event of a layoff or reduction of hours if full-time, such reduction shall be according to seniority within the classification and according to the position and status in the Department in which such reduction occurs.
- (b) No full-time employee within the bargaining unit shall be laid off by reason of that employee's total full-time duties being assigned to one (1) or more part-time employees.
 - (c) Prior to the reduction of any full-time or part-time employee as provided above, the working hours of the casual, temporary, term certain and probationary employees in the classification and Department affected shall be first reduced.
- 26:03 (a) A full-time employee who is to be laid off or experience a reduction of hours shall be entitled to:
- (i) accept the layoff;
 - (ii) displace any less senior full-time or part-time employee within any department provided the full-time employee has more seniority than the employee they seek to displace and provided the full-time employee has the qualifications and ability to perform the work performed by the less senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.
- (b) A part-time employee who is to be laid off shall be entitled to:
- (i) accept the layoff:

- (ii) displace any less senior part-time employee within any department provided the part-time employee has more seniority than the employee they seek to displace and provided the part-time employee has the qualifications and the ability to perform the work performed by the **less** senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.
 - (c) In all cases, the retained employee must have the qualifications and ability to perform the work of the position and require no training other than orientation.
 - (d) Any person displaced through this procedure shall themselves be entitled to utilize the procedure.
- 26:04
- (a) Employees shall be recalled from layoff in reverse order to the layoff procedures provided in Article 26:03. No new employees will be hired in a classification until those laid off employees with seniority in that classification have been recalled.
 - (b) Vacancies that the Employer intends to fill will be filled through the **Job Posting** procedure unless an employee has been displaced or laid off from that position within **twenty-four (24)** months of the vacancy, at which time a recall shall occur. It is understood that all laid off employees shall be deemed to have applied for any such vacancy.
 - (c) Subsequent vacancies shall be filled as per 26:04 (b) above.
 - (d) In all cases, the recalled employee must have the qualifications and ability to perform the work of the position, and require no training other than orientation.
 - (e) If a laid off employee is recalled to a position other than their original position within a classification, within a Department or if such employee's original position was made redundant, the scheduling of shifts for that employee will be according to seniority by classification within the Department.
- 26:05
- (a) An employee to be recalled shall be notified by registered mail to their last known address. A copy of this notice shall be sent to the Union as well.
 - (b) Such employee shall have three **(3)** days to report and advise the Employer of their intent to report to work.
 - (c) If an employee is recalled but cannot report for work due to illness or injury on the day specified but is able to report within sixty (60) days of that date, accommodation shall be granted **as per Article 27 of the Collective Agreement** provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.
 - (d) If an employee is recalled but cannot report for work due to illness or injury within sixty (60) days of the day specified, then the next senior employee shall be entitled to recall and the ill or injured employee shall retain their

seniority position **and shall be returned for work upon providing medical evidence of fit to return to regular or modified duties** provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.

(e) Recalled employees are subject to Article 6:07 (f).

26:06 An Employment Insurance (E.I.) Record of Employment form will be furnished to a laid off employee within seven (7) days following the date of layoff.

26:07 Benefits on Layoff

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium costs of a benefit or benefits for up to twelve months **(12)** following the end of the month in which the layoff occurs. Such payment can be made through the Human Resources Department of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

ARTICLE 27 - MODIFIED WORK PROGRAM

27:01 The Employer and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Further, the parties agree to comply with the return to work provisions described under section 40, 41, and 42 of the Workplace Safety and Insurance Act (as amended from time to time). **The process as outlined will apply to non-occupational injuries/illness in compliance with the obligations to accommodate employees under the Human Rights Code.** Consequently, the following Modified Work Program will apply:

1. Once a claim is established with, and approved by the Workplace Safety & Insurance Board (W.S.I.B.), it will be monitored by the Hospital.
2. Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
3. Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker (with Union Representation) and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Health and Safety Representative.
4. If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker. There is a positive duty upon the worker to inform the Employer if he or she is experiencing discomfort.

5. It is understood that the Health and Safety Representative of the Union may accompany the worker to any meetings if the injured worker so desires.
6. The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
7. The injured worker will receive full wages and benefits while on the Program.
8. Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY

28:01 The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act and its Healthcare regulations.

ARTICLE 29 - CONTRACTING OUT

- 29:01 (a) The Union will be advised in writing by the Hospital whenever any services have been contracted out which are normally performed by members of the bargaining unit.
- (b) The Employer 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 is not a violation of this provision so long as they are employed at similar wages and working conditions.
- (c) It is the intention of the Hospital to assign bargaining unit members to work at the Detox Building upon completion of the construction project and in accordance with the terms of the collective agreement.

29:02 Contracting Out

On request by the Union, the Hospital, along with a representative of the Union, will undertake to review specified contracted services which fall within the work of the Bargaining Unit and which may be subject to expiry and open for renegotiation within six (6) months. The purpose of the review will be to determine the practicality and cost effectiveness of increasing the degree to which Bargaining Unit employees may be utilized to deliver such services in the future. The Hospital further agrees to provide the results of the review to the Union.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30:01 Where the Hospital has decided to introduce a technological change which will significantly alter the status of the employee, the Hospital undertakes to meet with the Union prior to implementation, to consider the minimizing of adverse effects (if any) upon the employees.

Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall be given a period of training determined by the Employer, 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 during this training period. Training shall be given during regular hours of work whenever possible without loss of wages.

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 at the earliest reasonable time.

ARTICLE 31 -WORK OF THE BARGAINING UNIT

31:01 It is agreed that nobody excluded from the bargaining unit shall perform any duties or work within the bargaining unit except for the purpose of instruction or in cases of emergency beyond the control of the Employer.

ARTICLE 32 - EDUCATIONAL ASSISTANCE

32:01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

ARTICLE 33 - UNION/MANAGEMENT COMMITTEE

33:01 The parties hereby recognize and mutually agree that there are at times matters, not necessarily covered by this collective agreement, that **would** be beneficial if discussed through a Union/Management Committee. The Committee shall be comprised of an equal number of representatives, who shall meet at a time and place mutually agreed upon. A request by either party for a meeting hereunder, will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda or matters proposed to be discussed.

ARTICLE 34 - GENERAL

34:01 The Employer agrees to provide one (1) locked bulletin board for each site, **including Detox** to be centrally located and accessible to all employees for posting of notices of Union activities. Such notices shall be submitted by the **Chairperson** to the office of the Director of Human Resources for approval.

34:02 When an employee is retiring, the Employer will arrange a meeting three (3) months prior to such retirement date to prepare the necessary forms.

34:03 It is agreed that the Hospital shall be entitled to retain one hundred percent (100%) of any unemployment insurance premium reduction or rebate toward offsetting the cost of benefits provided by this Agreement.

34:04 Whenever the singular or masculine is used throughout this Agreement, they shall be construed as meaning the plural, feminine or neuter gender where the context or the parties hereto so require.

34:05 The parties agree to share equally the cost of printing this Collective Agreement in booklet form.

ARTICLE 35 - RETROACTIVITY

35:01 Retroactivity shall be paid for all hours paid by the Employer to all employees on the payroll as of the expiry of the previous Agreement, and to all new employees hired since the expiry date on the basis of the *negotiated/arbitrated* wage rate. Retroactivity shall be paid within three (3) pay periods (bi-weekly) following ratification by both parties, (or receipt of an arbitration decision) by separate cheque or a separate Income Tax calculation.

If an employee had terminated their employment since the expiry date of the previous Agreement, the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer, and the employee shall have thirty (30) days from the posting within which to claim for payment due. A copy of such letters shall be sent to the **Chairperson**. Failing claim of payment, the Employer shall not be further obligated for payment to such employee.

ARTICLE 36 - DURATION AND TERMINATION

36:01 This Agreement shall be effective from April 1st, **2002**, to March 31st, **2005** and shall continue in full force and effect until a new agreement is reached either during the course of negotiations, conciliation or arbitration proceedings, as required by the laws of the Province.

36:02 In the event that either party gives written notice to amend the Agreement or make a new Agreement within ninety (90) days prior to the 31st day of March, **2005**, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter said list before and during negotiations.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT THE _____ DAY OF _____, 2003.

WINDSOR REGIONAL HOSPITAL

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-
CANADA) AND ITS LOCAL 2458**

Additional inclusions in C.A. - originally signed Memorandums/Letters of Agreement:

Letter of Understanding- Classification Changes - Departmental Reporting
Letter of Understanding- Marg Meloche
Memorandum of Agreement - Pay Equity - Banding Groupings

LETTER OF UNDERSTANDING RE: VIOLENCE AGAINST WOMEN

The Hospital and the Union recognize and share the concern that women uniquely face in situations of violence or abuse in their personal lives, which may impact upon their employment relationship. The Hospital agrees to take into consideration the facts and circumstances surrounding any female employee who has verification from a recognized professional that she is in an abusive domestic situation, prior to subjecting her to discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

LETTER OF UNDERSTANDING - RE: DIETARY SCHEDULING

The parties agree to work cooperatively in the effort to improve the scheduling process in the dietary department and agree that it is their desire to have employees scheduled in a manner consistent with allowing for advance notice in scheduling and in a manner that **is** no disruptive and recognizes equalization of hours and facilitates consistent and fair scheduling practice by the Hospital.

The parties agree to implement the change in scheduling as discussed and this shall occur no later than the end of the second posted schedule following ratification of this collective agreement.

LETTER OF UNDERSTANDING - RE: PAINTER

The Hospital is in the process of a major renovation / construction project, which estimates that approximately eighty percent (80%) of the Metropolitan campus will be affected by such renovation / construction. The construction project is expected to last for approximately three (3) years. Therefore, upon expiration of the current collective agreement the Hospital is prepared to review the painter position based on the need to provide maintenance throughout the newly renovated hospital.

LETTER OF UNDERSTANDING - RE: EQUALIZATION OF HOURS

It is not the intention of the Hospital to hire additional part time employees with the intent / affect / result being a loss of hours to current part time employee equalization of hours. However, the Hospital reserves the right to manage the efficiency of the work force and the operation of the Hospital and staff accordingly.

**LETTER OF UNDERSTANDING – RE: PAID EDUCATION LEAVE
(P.E.L.)**

The Hospital agrees to a one time lump sum payment of one thousand dollars (\$1,000.00) payable to the union during April 2003.

SCHEDULE "A"

Title		Effective Date	Start	6 months	1 year
Healthcare Aide		October 1, 2001	\$16.527	\$16.984	\$17.286
	3%	April 6, 2002	\$17.023	\$17.494	\$17.805
	3%	April 5, 2003	\$17.534	\$18.019	\$18.339
	3.50%	April 4, 2004	\$18.148	\$18.650	\$18.981
Unit Aide		October 1, 2001	\$16.309	\$16.766	\$17.068
	3%	April 6, 2002	\$16.798	\$17.269	\$17.580
	3%	April 5, 2003	\$17.302	\$17.787	\$18.107
	3.50%	April 4, 2004	\$17.908	\$18.410	\$18.741
Orderly		October 1, 2001	\$16.309	\$16.766	\$17.068
	3%	April 6, 2002	\$16.798	\$17.269	\$17.580
	3%	April 5, 2003	\$17.302	\$17.787	\$18.107
	3.50%	April 4, 2004	\$17.908	\$18.410	\$18.741
CSR Aide		October 1, 2001	\$16.309	\$16.766	\$17.068
	3%	April 6, 2002	\$16.798	\$17.269	\$17.580
	\$0.75	April 4, 2003	\$17.548	\$18.019	\$18.330
	3%	April 5, 2003	\$18.074	\$18.560	\$18.880
	3.50%	April 4, 2004	\$18.707	\$19.210	\$19.541
Patient Service Worker		October 1, 2001	\$16.309	\$16.766	\$17.068
	3%	April 6, 2002	\$16.798	\$17.269	\$17.580
	3%	April 5, 2003	\$17.302	\$17.787	\$18.107
	3.50%	April 4, 2004	\$17.908	\$18.410	\$18.741
Receiver		October 1, 2001	\$16.030	\$16.376	\$16.755
	3%	April 6, 2002	\$16.511	\$16.867	\$17.258
	3%	April 5, 2003	\$17.006	\$17.373	\$17.776
	3.50%	April 4, 2004	\$17.601	\$17.981	\$18.398
Porter		October 1, 2001	\$15.728	\$16.107	\$16.509
	3%	April 6, 2002	\$16.200	\$16.590	\$17.004
	3%	April 5, 2003	\$16.686	\$17.088	\$17.514
	3.50%	April 4, 2004	\$17.270	\$17.686	\$18.127
Housekeeper		October 1, 2001	\$15.728	\$16.107	\$16.509
	3%	April 6, 2002	\$16.200	\$16.590	\$17.004
	3%	April 5, 2003	\$16.686	\$17.088	\$17.514
	3.50%	April 4, 2004	\$17.270	\$17.686	\$18.127
Dietary Helper		October 1, 2001	\$15.728	\$16.107	\$16.509
	3%	April 6, 2002	\$16.200	\$16.590	\$17.004
	3%	April 5, 2003	\$16.686	\$17.088	\$17.514
	3.50%	April 4, 2004	\$17.270	\$17.686	\$18.127
Cafeteria Aide		October 1, 2001	\$15.728	\$16.107	\$16.509
	3%	April 6, 2002	\$16.200	\$16.590	\$17.004
	3%	April 5, 2003	\$16.686	\$17.088	\$17.514
	3.50%	April 4, 2004	\$17.270	\$17.686	\$18.127

Title		Effective Date	Start	6 months	1 year
Dietary Supply Clerk		October 1, 2001	\$16.415	\$16.772	\$17.185
	3%	April 6, 2002	\$16.907	\$17.275	\$17.701
	3%	April 5, 2003	\$17.414	\$17.793	\$18.232
	3.50%	April 4, 2004	\$18.023	\$18.416	\$18.870
Dietary Assistant		October 1, 2001	\$15.863	\$16.186	\$16.588
	3%	April 6, 2002	\$16.339	\$16.672	\$17.086
	3%	April 5, 2003	\$16.829	\$17.172	\$17.599
	3.50%	April 4, 2004	\$17.418	\$17.773	\$18.215
Groundskeeper		October 1, 2001	\$15.640	\$15.974	\$16.509
	3%	April 6, 2002	\$16.109	\$16.453	\$17.004
	3%	April 5, 2003	\$16.592	\$16.947	\$17.514
	3.50%	April 4, 2004	\$17.173	\$17.540	\$18.127
Equipment Maintenance Worker		October 1, 2001	\$16.989	\$17.358	\$17.981
	3%	April 6, 2002	\$17.499	\$17.879	\$18.520
	3%	April 5, 2003	\$18.024	\$18.415	\$19.076
	3.50%	April 4, 2004	\$18.655	\$19.060	\$19.744
Carpenter, Painter, Plasterer		October 1, 2001	\$17.570	\$17.949	\$18.562
	3%	April 6, 2002	\$18.097	\$18.487	\$19.119
	3%	April 5, 2003	\$18.640	\$19.042	\$19.693
	3.50%	April 4, 2004	\$19.292	\$19.708	\$20.382
Wheelchair Maintenance Attendant		October 1, 2001	\$15.863	\$16.186	\$16.588
	3%	April 6, 2002	\$16.339	\$16.672	\$17.086
	\$0.75	April 4, 2003	\$17.089	\$17.422	\$17.836
	3%	April 5, 2003	\$17.602	\$17.945	\$18.371
	3.50%	April 4, 2004	\$18.218	\$18.573	\$19.014
Psych Attendant, Detox Attendant		October 1, 2001	\$16.733	\$16.866	\$17.156
	3%	April 6, 2002	\$17.235	\$17.372	\$17.671
	3%	April 5, 2003	\$17.752	\$17.893	\$18.201
	3.50%	April 4, 2004	\$18.373	\$18.519	\$18.838
Bus Driver/Porter		October 1, 2001	\$15.907	\$16.298	\$16.700
	3%	April 6, 2002	\$16.384	\$16.787	\$17.201
	3%	April 5, 2003	\$16.876	\$17.291	\$17.717
	3.50%	April 4, 2004	\$17.467	\$17.896	\$18.337
Tray Carrier		October 1, 2001	\$9.124		
	Adj	April 5, 2002	\$10.000		
	3%	April 6, 2002	\$10.300		
	3%	April 5, 2003	\$10.609		
	3.50%	April 4, 2004	\$10.980		

Title	Effective Date	Start	6 months	1 year
Student	October 1, 2001		\$7.807	
Adj	April 5, 2002		\$9.500	
3%	April 6, 2002		\$9.785	
3%	April 5, 2003		\$10.079	
3.50%	April 4, 2004		\$10.432	

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