

SOURCE	Hosp		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	JF		

COLLECTIVE AGREEMENT

Between

WINDSOR REGIONAL HOSPITAL

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS - LOCAL 636, UNIT 25**

(FULL-TIME, PART-TIME AND CASUAL)

Expires - 31 March 1998

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COLLECTIVE AGREEMENT

between

WINDSOR REGIONAL HOSPITAL
(hereinafter referred to as the "Employer")

and

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 636, UNIT 25**
(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE AND RECOGNITION

1.01 (a) **Purpose** - It is the intent and purpose of the parties hereto that this Agreement shall:

- (i) protect and continue to improve the interests of the employees and the employer;
- (ii) provide for prompt and practical adjustment of differences which may arise between employees and the employer;
- (iii) ensure harmonious and efficient operation of the Hospital as a public service institution, intended to provide the adequate Hospital and clinical services to the general public;
- (iv) set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties;

(b) **Recognition** - The Employer recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees of Windsor Regional Hospital at Windsor, save and except:

- (i) All Supervisors and those above the rank of Supervisor, Assistant **Purchasing Agent**, Environmental **Control Officer**, **Social Workers**, Director of Development, Registered Nurses engaged in a **nursing** or technical capacity and Senior Accountant;

- (ii) the Secretary to the President, the Secretary to the Senior Vice-president, the Secretary to the Vice-president of Finance, and Vice-president of Nursing, the Secretary(ies) and benefit administration staff in Human Resources, Secretary to the Director of Development and Medical Staff Secretary;
- (iii) students employed during the school vacation period or on a cooperative work study program and;
- (iv) all other employees covered by subsisting Collective Agreements.

1.02 All references to employees in this Agreement include both male and female, and wherever the female gender is used, it shall be construed to include male and female employees.

1.03 **Relationship** - The parties hereto agree that there **will** be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union and there will be no Union activities on Hospital premises except with written permission of the Hospital or as specially provided for in this Agreement.

1.04 (a) "Full-time employees" when referred to in this agreement, shall mean employees regularly scheduled to work *seventy-five (75) hours per bi-weekly pay period.*

(b) "Part time employees" when referred to in this agreement, shall mean employees regularly scheduled to work *thirty (30) hours or more and less than seventy-five (75) hours per bi-weekly pay period. "Regularly scheduled" does not include hours worked while filling in on a temporary basis.*

(c) "Casual employees" when referred to in this agreement, shall mean *employees regularly scheduled to work less than thirty (30) hours per bi-weekly pay period. "Regularly scheduled" does not include hours worked while filling in on a temporary basis.*

1.05 *It is not the intention of the Hospital to create part-time and/or casual employment at the expense of full-time employment. If it can be shown that one or more part-time and/or casual employees are consistently working in excess of their regularly scheduled hours as defined in 1.04 (b) and (c) above (excluding hours worked while filling in on a temporary basis due to the absence of a regular full-time and/or part-time employee), the*

Hospital will meet with the Union to review the facts and determine whether the status of ar. position(s) should be changed from casual to part-time or part-time to full-time.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF

2.01 All present employees who are members of the Union, and those who subsequently choose to become members of the Union, shall maintain such membership in good standing as a condition of continued employment during the term of this Agreement.

2.02 All future employees must become and remain members in good standing of the Union as a condition of employment during the term of this Agreement.

2.03 All employees covered by the terms of this Agreement shall, as a condition of employment, pay monthly Union dues or the equivalent of monthly **Union** dues, as established by the Union in accordance with its Constitution and By-Laws, and such **Union** dues shall be paid through monthly check-off deductions as outlined below.

2.04 The Employer agrees to deduct **from** the first pay of each calendar **month** of each employee who is covered under the terms of this Agreement, the monthly **Union** dues as established by the Union from time to time. The responsible officer of the Union **shall** notify the Employer in writing of the appropriate amounts of the foregoing, and any **changes** thereto, as they become effective. It **was** further clarified that this does not compromise the situation where terms certain do not pay union dues until after six months.

2.05 The Union dues shall be deducted once a month and shall be remitted along with a listing of all employees from whom such deductions were made, to the financial secretary of the Union before the twenty-fifth (25th) day of the month following the month in which such deductions were made.

2.06 It is agreed that upon commencement of employment new employees shall be advised by a representative of the employer of the existence of the Union and of the conditions surrounding their employment, as contained in this Collective Agreement, and any rules that may be formulated under its **terms**.

2.07 Both parties agree that they are subject to the **terms** of the Hospital Labour Disputes Arbitration Act.

2.08 As part of the Employer's Orientation program, the **Chairperson** or **her** delegate of the Union will be invited to introduce herself and explain any matter of **interest** to any such new employee or employees. This meeting shall be restricted to a **maximum** of fifteen **(15)** minutes.

ARTICLE 3 - JOB CLASSIFICATION

3.01 The schedule of job classification grades **in** effect following the effective date of this Agreement is incorporated into this Agreement **as** Schedule "A" and shall **remain in** effect for the duration of this Agreement subject to Article 3.02 below.

3.02. When a new position appropriately covered by this Agreement is established, or where existing job duties are *significantly changed* so **as to affect or alter the job classification(s)**, the job description will be forwarded to the Union accompanied by a proposed rate based on already existing comparable classifications. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary, when agreed upon, shall be retroactive to the time the current vacancy was filled by the employee.

ARTICLE 4 - CLASSIFICATION PROTECTION

4.01 Persons not included in the bargaining unit shall not do any work that is done by employees falling within the scope of this Agreement except **in** cases of emergency (*an emergency as referred to herein shall be defined as a sudden unexpected occasion or combination of events calling for immediate response and/or action*), or for the purpose of instructing new employees.

4.02 (a) Definition of technological change:

Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of **existing** equipment or machinery with new equipment or machinery which could or **may** result **in** the displacement of an employee from his/her regular job.

(b) **An** employee who is rendered redundant or displaced from **her** job **as** a result of technological change, shall have an opportunity to fill any vacancy for which she has seniority and which she is able to perform and, if there is no vacancy, shall have the right to displace employees with less seniority provided she is able to perform the job within a ten (10) working day period.

(c) Where technological changes occur, which would require some familiarization of an incumbent with the new procedures to allow them to continue in their present position the Hospital will undertake to provide a reasonable familiarization

period. This reasonable period is to be **mutually** determined prior to the implementation of the change.

4.03 Where employees are required by the Hospital to take courses or orientation to upgrade or acquire new employment qualifications to maintain their current job classification, the Hospital shall pay the full costs associated with the course or orientation.

ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

5.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interest of the patients of the Hospital;
- (b) hire, discharge, transfer, classify, demote, promote or discipline employees, provided that a claim of discriminating demotion or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with **as** hereinafter provided;
- (c) generally to operate the Hospital in an efficient manner consistent with the obligations of the Employer to the general public in the community to be served.

It is further agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6 - SENIORITY

- 6.01 (a) Seniority **means** the period of time a *full-time employee* has been employed by the Employer in any type of work covered by this Agreement, and it shall date from the last date of hiring **as** a full-time employee, and it shall be maintained and accumulated unless **terminated as** provided in section 6.05 hereof.
- (b) For a *part-time or casual employee* seniority means the period of time an employee **has** been employed by the Employer **in** any type of **work** covered by this Agreement. Seniority shall be maintained and accumulated on the **basis** of hours worked unless terminated **as** provided in Section 6.05 hereof.

6.02 (a) **Probationary Period**
Full-Time - New employees will be considered on probation until they have accumulated sixty (60) working days in a consecutive **six (6) month** period of employment. Upon satisfactory completion of the probationary period, the employee's seniority will be deemed to have commenced sixty (60) working days immediately prior to the date of completion.

(b) *~~Part-time and Casual~~ - New part-time and casual employees will be considered on probation until they have accumulated four hundred and fifty (450) working hours, equivalent to sixty (60) working days. Upon satisfactory completion of the probationary period, the employee will be credited with 450 hours seniority.*

6.03 (a) Any newly hired employee shall be considered on probation and shall have no seniority rights. A probationary employee may be terminated by the employer should the employer determine that the probationary employee failed to fulfil the requirements of his/her position in a satisfactory manner. Such determination by the employer shall constitute just cause for the termination of a probationary employee. Should the Employer in hiring a new employee deviate from the wage schedule in the Collective Agreement it will, prior to the start date of that probationary period, notify the Union with reasons for such actions.

(b) - The Union shall be notified of all promotions, demotions, hires, completion of probation, lay-offs, transfers, recalls, resignations, retirements or other terminations of employment by the tenth (10th) day of the following **month** during which the changes occurred.

6.04 **Seniority Rights**

(a) In cases where qualifications, relevant experience, performance and ability are relatively equal, bargaining unit-wide seniority shall be the **deciding** factor when decisions are made with regard to promotions, permanent transfers and demotions, lay-offs and recall within the bargaining unit, provided, however, that in the case of lay-offs and recalls, a senior employee who exercises her **seniority** to displace a junior employee, must be willing and capable of **performing the** duties of the displaced employee within a ten (10) working day period.

- (b) For the purpose of vacation time selection, it is agreed that senior employees will be allowed a preference of selection over junior employees in their own department.

6.05 **Loss of Seniority** - An employee shall cease to be an employee of the Employer and shall lose all **seniority** rights if she:

- (a) is discharged and not subsequently reinstated **through** grievance or arbitration procedures.
- (b) resigns or is absent for two **(2)** consecutive scheduled working days without notifying the Employer, unless she is able to provide a satisfactory reason for her failure to notify the Employer.
- (c) fails to notify the Employer of her intention to return to work **from** a lay-off within twenty-four **(24)** hours after notification to return to work, or fails to return to work within seven **(7)** calendar days **after** notification, unless a **satisfactory reason is given**. Official notification shall consist of a registered letter or wire to the employee's last address on record **with** the Employer.
- (d) fails to return to work after the expiration of the term of a leave of absence, unless she is able to provide the Employer with satisfactory reason for her failure to return to **work**.
- (e) is absent **from** work because of lay-off for a **continuous** period in excess of **thirty** (30) months.
- (f) **is** absent because of illness or **injury** for more than one (1) year, except for the employee who **was** injured on the job and covered by the Workers' Compensation Board. In such a case, a **further** extension of **one and** one-half (1½) years will be added.

It is further agreed that **when** medical documentation indicates that the person will no longer be able to do the **job**, the position may be posted **as** a vacancy.

6.06 It is understood that for full or part-time employees, subject to the departmental workload requirements, staffing levels **and** the classification of employees, ***preference for shift choice or choice of shift rotation for the posted schedule will be given on the basis of seniority.***

6.07 Seniority lists will be posted on the official bulletin board and will be revised at least semi-annually according to the records of the Employer. The Employer Will supply copies of the seniority lists to the Chairperson of the Bargaining Unit and the Local Union Office.

ARTICLE 7 - LAY-OFF, BUMPING/RECALL FULL-TIME, PART-TIME CASUAL

7.01 **Notice of Lay-Off**

In the event of a proposed lay-off at the Hospital of a permanent or long term nature, the Hospital will:

- (a) provide the Union with no less than *ninety (90)* calendar days of notice of such lay-off, and
- (b) meet with the Union to review the following:
 - (i) the reason causing the lay-off;
 - (ii) the service the Hospital will undertake after the lay-off;
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.
- (c) *provide affected employees with written notice in accordance with the Employment Standards Act.*

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Agreement.

Temporary Service Reduction

When the Hospital intends to reduce services in whole or in part for up to two (2) consecutive weeks at a time, e.g. over Christmas, March break, Summer shut-down, the Union shall be provided with written notification as far in advance as possible. Such notification shall be no less than four (4) week prior to the effective date of the shutdown. In addition, employees in their respective Departments will be informed of the staffing implications so they may schedule vacation, take an unpaid leave of absence or request a temporary transfer to another department.

Temporary Service Reductions will not be considered a "lay-off" for the purpose of exercising bumping rights, however, the Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity by aligning

employees who wish to work with other employees in the same classification who would be willing to take time off so that both could be accommodated by a temporary transfer. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a Record of Employment indicating "a shortage of work" will be provided in accordance with the Employment Standards Act if requested.

7.02 **Lay-Off**

In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job, employees who then have the ability to perform the work.

The Employer agrees that before any lay-off occurs it shall meet with the Union Executive for the purpose of agreeing on the lay-off procedure and details.

A lay-off for a casual employee would only occur where there is a workforce reduction in the full time/part time complement which results in the elimination of a casual employee's hours.

Should a lay-off be required due to the consolidation or merger of two or more department(s)/nursing unit(s), then the employee(s) with the least bargaining unit wide seniority of the combined department(s) shall receive the displacement notice(s).

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

- (1) accept the lay-off; or
- (2)
 - (i) displace an employee as per 7.03 who is currently in a classification for which the laid off employee satisfies the qualifications as specified on the job posting sufficiently so as to be expected to perform those duties within ten (10) days.
 - (ii) if unsuccessful, after ten (10) days, they shall have the right to displace the most junior member of the bargaining unit, for which the laid-off employee satisfies the qualifications specified on the job posting sufficiently so as to be expected to perform those duties within ten (10) days as above.

A layoff shall be defined as a workforce reduction which results in a displacement from full-time to part-time or casual status, a reduction in hours of work, a displacement to a lower paying classification, or loss of employment.

7.03

Bumping

It is understood that when an individual is required to bump the least senior person in a classification, as indicated in the contract, i.e., **an** individual with **significant seniority** who by nature of that seniority has been able to work steady days for some time should not be placed in the position that they must bump into a permanent shift position or a *part-time or* casual position so as to displace the least senior person in the classification. **An individual** on steady days should be allowed to displace the least senior person on steady days in **their** classification.

If their bargaining unit-wide seniority does not allow them to displace somebody working on the same time frame as their own, then it is understood that they would then displace the least senior person on the shift of their choice. Only when there are no other full-time positions in their classification, would they be required to bump the least senior person **who is a** *part-time or* casual employee. **As** in the previous situation, *part-time and* casual employees should first be able to displace the least senior person on the same shift **as** their own, be that days, afternoons or nights.

7.04

Recall

In circumstances where a full-time *or part-time* vacancy of a permanent nature occurs or a new full-time *or part-time* job in an existing or new classification of a permanent nature is created within the bargaining unit which the Hospital intends to fill and employees are on lay-off, the parties agree that the following conditions shall apply:

1. The vacancy shall be posted in accordance with Article 8.01.
2. Should a laid off or displaced employee have held or deemed to have held the vacancy within the previous six (6) months, the vacancy shall not be posted but offered to such qualified **employee(s)** in order of seniority. Where the employee refuses the opportunity to return to her **former** position, she shall advise the Hospital in writing. The Hospital shall provide the Union with a copy of the employee's notice.
3. Employees currently laid off **as defined in** Article 7.02 shall be considered applicants for the posted vacancy.
4. Qualified laid off employees shall have opportunity of recall to remaining available openings, in order of seniority. In the application of this procedure with respect to **remaining** available openings, it is understood

that vacancies shall be offered first to laid off full-time employees, then laid off part-time employees and finally laid off casual employees.

5. Employees shall be recalled in reverse order of lay-off providing the employee has the qualifications to do the work required.

In determining the ability of **an** employee to perform the work for the purpose of Article 7.02 (2)(i) the Hospital shall not act in an arbitrary or unfair manner.

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

Qualified employees on lay-off shall be offered any resultant temporary vacancies remaining after senior employees have had first opportunity under Article 8.11 before **hiring** a new employee. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

7.05 **Benefits on Lay-Off**

In the event of a lay-off of **an** employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, 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 lay-off 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 lay-off, and **arranges** with the Hospital the appropriate payment schedule.

7.06 **Lay- of Union Executive**

In order that the operations of the **Union** will not become disorganized **when** lay-offs are being effected, members of the Local Executive Committee and the **Chief** Steward shall be the last persons laid off during their term of office so long **as** work which they are qualified to perform with no **training** other than orientation is available within the bargaining unit covered by this Agreement.

ARTICLE 8 - JOB POSTING/JOB TRANSFERS

8.01 When a full-time *or part-time* vacancy of a permanent nature occurs or a new full-time *or part-time* job in an existing or new classification of a permanent nature is created within the bargaining unit which the Hospital intends to fill, a notice shall be posted by the Hospital on the bulletin board for five (5) consecutive working days.

Each notice shall contain an appropriate description of the job, the **maximum and** minimum salary for it, including hours of work and the deadline for receiving applications by the Human Resources Department. A copy of the posting shall be given by the Employer to the Chief Steward of the Union.

It is agreed that the Hospital will notify the Union, in writing, of its intention, within five (5) consecutive working days from the date the position becomes vacant if a vacant position is not posted.

8.02 (a) Applications will be accepted only from employees who have completed the greater of their probationary period, six months of regular employment and who have been placed on regular staff, and shall include such regular staff on layoff, as defined in Article 7.02.

(b) In the event that a full time employee did not bid for such vacancies or new jobs within the posting period, part-time and casual employees in the scope of this Agreement shall be given the opportunity to fill such vacancy or job before the Employer advertises for such position.

(c) The successful individual shall confirm in writing to the Hospital of her decision of acceptance within forty-eight (48) hours of notification of appointment.

8.03 An employee with more seniority than the successful applicant who applies for a job and fails to obtain same, shall be notified in writing and be given the reasons for the rejection of her application by the Employer within one (1) week of the selection.

8.04 Whenever job postings occur, the Employer shall consider employees who are on vacation, off sick, or on leave of absence, for an expected period not to exceed three (3) weeks, provided the said employees have filed with the Employer, a transfer request indicating an interest in transferring from their present job classification and provided such transfer request is made in compliance with 8.10 (b). When filling the position posted, all applications made directly, or through the job transfer file, shall be considered in compliance with paragraph 6.04

hereof. The Employer will give a copy of the transfer request or job posting to the employee upon request. Such requests should include date and time submitted to Human Resources.

8.05 The Employer will post the list of all applicants indicating the successful one and any job vacancies created by the job posting. A copy of this list will be given to the Chairperson of the Union.

8.06 The vacancy caused by the selection of an employee to fill the primary posted position will be posted for three (3) consecutive working days. The second subsequent vacancy caused, if any, will be posted for one (1) working day. The subsequent vacancy caused, if any, will be filled first by reference to the transfer file according to Articles 6.04, 7.04 and 8.04 hereof. If there are no qualified applicants the position will be filled at the Employer's discretion. All subsequent vacancies caused will be filled at the Employer's discretion.

8.07 Employees transferred under this Article will be on a trial period of thirty (30) days worked to a maximum of six (6) calendar weeks and all seniority privileges shall transfer with them. Such employees shall be paid one step lower in the new position than the former position from which the employee was transferred. The employee will progress to the next step (if applicable) after three (3) additional months worked. Subject to the three (3) month adjustment, further increments would occur after completion of 1950 hours worked (in the case of part-time or casuals), or one year (in the case of full time) from their last progress on the grid in their previous position. If an employee transfers back into a position previously held the three month adjustment period may be waived at the discretion of the Department Head.

In the case of employees changing from a classification with lesser steps than the classification they are transferring into who are at their final step on the date of transfer, further increments would be effective one (1) year from the date of transfer. In the event that employees revert to their previous job, they shall maintain all rights and privileges of their previous employment and shall be paid the wage rate then applicable for their former classification.

8.08 When a casual vacancy of a permanent nature occurs or a new casual job in an existing or new classification of a permanent nature is created within the bargaining unit which the Hospital intends to fill, the transfer file will be consulted to determine if any qualified employees as envisaged in 6.04 (a) hereof are available. The senior transfer applicant found to comply with 6.04 (a) will be given the first opportunity to fill the opening. The first subsequent vacancy caused by the filling of the initial vacancy will be filled by reference to the transfer file

and if no qualified applicant exists may be filled at the discretion of the Department Head. All other subsequent vacancies if any, may be filled at the discretion of the Department Head.

8.09 The Union will be notified in writing of the name of the successful transfer applicant and any senior applicants who were not given the job. This notice to be provided within one week of the selection.

8.10 (a) A transfer file will be maintained in the Human Resources office for employees to indicate which other departments they would like to be considered for.

(b) A written request for transfer may be made by advising the Hospital and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A request for Transfer shall become active as of the date and time it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

(c) It is understood that once any employee has been successful in securing any new casual position through the transfer file, that individual Will be required to remain in that position for a minimum of six months before being eligible to transfer to a new casual position.

(d) It is understood that once an individual is successful, through a posting or transfer, in securing a new full-time *or part-time* position that individual will be required to remain in that position for a minimum of six (6) months before being eligible to transfer or bid on another position. It is agreed that this provision would be waived if the new position would result in an increase in pay or the opportunity to bid on a newly created permanent full-time *or part-time* position.

8.11 (a) When temporary relief is required for a full-time employee who is off for five (5) days or more on sick, *W.C.B., maternity/parental leave* or personal leave, the position will first be offered as per 6.04(a), to the senior, qualified union full-time employees within the department, then to the senior qualified union part-time employees within the department, and thirdly, to the senior qualified union casual employees within the department. Failing the availability of such a person, the Employer may hire a new employee for a term certain. Such an employee will be paid at the prevailing starting rate, Further, such employees will receive the same

fringe benefits as the Union casual employee if the term certain exceeds ninety (90) calendar days. Any employee hired under these conditions who works in excess of six (6) months in a twelve (12) month period shall be required to pay monthly union dues and become a member of the union unless other arrangements are made by mutual agreement.

Further, it is understood and agreed that any union employee selected to fill a term certain position shall continue to accrue their regular applicable seniority, seniority rights and benefits.

It is agreed that upon the end of the term certain period, outside hires may be released and regular employees who may have filled a term certain will return to their former status and position.

(b) *When temporary relief is required for a full-time employee in a one person department who is known in advance to be off for four (4) weeks or more on sick, W.C.B., maternity/parental leave or personal leave, the position will be posted for three (3) days and limited to part-time and casual employees.*

8.12 (a) *When temporary relief is required for a part-time employee on sick, maternity or personal leave, the position will first be offered as per 6.04 (a), to the senior, qualified union casual employees within the department.*

(b) *When temporary relief is required for a part-time employee in a one person department who is off on maternity/parental leave, the position will be posted for three (3) days and limited to casual employees.*

8.13 Full-time or part-time employees with at least one (1) calendar year of service wishing to transfer to available casual or part-time positions, will be given consideration where practical and efficient prior to hiring new employees.

8.14 Should a part-time or casual employee transfer to full-time without a break in employment, she will be entered on the appropriate seniority list with credit for continuous service prior to date of transfer calculated as follows:

1950 hours worked = 1 year equivalent seniority

Such employee will be given a seniority date on the appropriate seniority list which will reflect the amount of her full or part-time seniority determined in accordance With the foregoing formula.

8.15 Should a *full-time employee* transfer to a *part-time or casual position* without a break in employment, she will be *placed* on the *seniority list* with credit for continuous service prior to date of transfer calculated as follows:

Each year of equivalent seniority = 1950 hours worked

Such employee will be *placed on the appropriate seniority list reflecting* the amount of *seniority* determined in accordance with the foregoing formula.

ARTICLE 9 - TEMPORARY TRANSFERS

9.01 A full or part-time employee, temporarily transferred to another classification will receive her regular rate of pay for the first hour of such transfer after which she shall receive a wage rate in the new classification at the same increment level to which she was entitled **in** her previous classification. If the transfer exceeds one hour, the higher rate will be paid **as** of the start of the transfer.

9.02 A full or part-time employee, temporarily transferred to a lower paid classification shall receive her regular rate of pay for the duration of such temporary transfer.

9.03 A casual employee temporarily transferred to another classification will receive the rate of pay for the classification.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. A grievance shall be processed in accordance with the following steps, or **as** set out **in** section 10.02 and 10.03 hereof:

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 Department Head. A Union Steward may attend with the affected employee and will be in attendance at all subsequent stages of this process.

STEP ONE: *Any grievance or complaint shall within five (5) working days of the informal discussion be presented in writing to the immediate Supervisor or*

Department Head, as appropriate, by the Steward accompanied by the employee. The Supervisor or Department Head, 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 presented.

STEP TWO: *Should the decision of the Supervisor or Department Head, as appropriate, not be satisfactory, the Union may, within three (3) working days, appeal in writing to the Department Head 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: *Failing satisfactory settlement being reached in Step 2, the employee concerned, together with the Union Steward (or designate), and a staff representative of the Union, shall meet and discuss the matter within five (5) working days, or a day agreed to by the parties, with the Vice President Employee Relations who shall render a written decision within five (5) working days after such meeting.*

10.02 To avoid the necessity of processing numerous grievances concerning the same subject or event, the Employer will recognize Group Grievances provided that each aggrieved employee signs the grievance and the grievance is filed in writing at Step Two within five (5) working days of the incident giving rise to the grievance. The meeting With the 'Department Head and time limits as set out in Step Two above and subsequent steps shall apply.

10.03 If either the Employer or the Union has a complaint with respect to a representative of the other, or alleges that there has been a misinterpretation, violation or non-application of this Agreement, or of any of the provisions hereof, then either party may within ten (10) working days of the incident giving rise to the grievance, give to the other notice in writing of such complaint. Within three (3) working days of receipt of such notice a meeting will be held between the Vice President of Employee Relations and the Union Grievance Committee. The party against whom the complaint has been made will give an answer in writing within three (3) working days after the meeting has been held. If the matter is not settled, it may then be referred to Arbitration by either party provided that it is submitted within fifteen (15) working days following the reply as referred to above and in accordance with Article 11.

10.04 It is understood that the time limits as provided herein may be extended by mutual agreement of the parties. If the time limits provided above and mutually agreed upon time extensions are not observed by the Union, the grievance will be considered as dropped. If such time limits and any agreed upon time extensions are not observed by the Employer, then the grievance will be considered to have advanced to the next stage of the above Grievance Procedure.

10.05 After a grievance has been processed through all the steps provided in this Article and the matter is still in dispute. it may then be referred to Arbitration by either party provided that it is submitted within fifteen (15) working days following the reply in Step Three and in accordance with Article 11.

10.06 Saturdays, Sundays and recognized holidays shall not be counted or included as working days for the purposes of this Article.

ARTICLE 11 - ARBITRATION

11.01 Where a difference arises as to the interpretation, application, or administration of this Agreement. including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and also must **name the party's** appointee to the Arbitration Board.

11.02 The party receiving the notice shall within five (5) working days advise the other party of the name of it's appointee to the Arbitration Board.

11.03 The two (2) appointees so selected shall within five (5) working days of the appointment of the second of them. appoint a third person who shall be the Chairperson.

11.04 If the party receiving the notice fails to appoint an appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either **party**.

11.05 The Arbitration Board shall hear **and** determine the difference and shall **issue a** decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

11.06 The decision of a majority shall be the decision of the Arbitration **Board**, but if there is no majority, the decision of the Chairperson shall govern.

11.07 Each party shall bear the expense of its own nominee and any expense incurred by reason of the appointment of the Chairperson shall be borne equally by the parties.

11.08 The Arbitration Board shall not be authorized to alter, modify or **amend** any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, nor to deal with any matter not covered by the Agreement, or any matter which does not involve the interpretation, application, administration or alleged violation of this Agreement.

11.09 In cases of grievances for discharge, suspension or other actions of discipline, such grievance may be settled by **confirming** the Employer's decision in discharging, suspending or disciplining the employee, or by reinstating the employee **with** full or partial compensation for time lost, or by any other arrangement which is just and equitable.

11.10 No person may be appointed to an Arbitration Board who has been party to an attempt to negotiate or settle the grievance.

ARTICLE 12 - DISCHARGE, SUSPENSION OR DISCIPLINE

12.01 The Employer shall not discharge, suspend, or discipline any seniority employee without just cause.

12.02 When disciplining; suspending or discharging a seniority employee, the Employer agrees to have a Union Steward in attendance at any meeting **with** the employee, provided the employee agrees.

12.03 The Employer shall notify **in writing** the Chief Steward and the employee discharged within the next working day of the discharge. Notice to the employee discharged shall consist of a termination form given in person, or by registered letter or wire to the employee's last address on record with the employer.

12.04 An employee who is discharged may file a grievance at Step Three of the Grievance Procedure within ten (10) **working** days **after** the notice **as** referred to in paragraph 12.03 hereof,

12.05 Management personnel when reprimanding an employee or **imposing** disciplinary action for a current incident will not take into account any prior infractions which occurred **more**

an eighteen (18) months previous to such incident as long as the employee's record has been clear for those eighteen (18) months.

12.06 No document pertaining to disciplinary action shall be used against an employee where it has not been brought to her/his attention when put in the file.

A copy of any completed performance evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. Employees on request, will be provided with a copy of their performance appraisal. It is understood that such evaluations, do not constitute disciplinary action by the Hospital against the employee.

Each employee shall have reasonable access to all her/his personnel files for the purpose of reviewing their contents in the presence of a Human Resources staff member.

ARTICLE 13 - NEGOTIATING COMMITTEE, GRIEVANCE COMMITTEE - STEWARDS, CHIEF STEWARD, UNION-MANAGEMENT COMMITTEE

13.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating committee composed of five (5) employees of the Hospital in the bargaining unit (no more than one [1] from any department with the exception of the Chairperson and in any case no more than one from a sub-unit of any department) and also Union Representatives, and will recognize and deal with said committee with respect to any matter which properly arises for its consideration. Each such employee of the Negotiating Committee shall be an employee of the Hospital with at least one (1) calendar year of service. Members of the Negotiating Committee will also represent employees within the bargaining unit of the Hospital on the Union-Management Committee.

13.02 The Employer acknowledges the right of the Union to appoint or otherwise select eight (8) Stewards and one (1) Chief Steward to assist employees on all shifts in presenting their grievances to the representatives of the Employer.

13.03 The Employer will recognize a Grievance Committee composed of:

- (a) the Steward of the Department or of a group of Departments, where the grievance originated;
- (b) the Chief Steward;
- (c) the Unit Chairperson of the Union;

- (d) the local Union Business Manager, and/or the Union International Representative if required at Step 2 and subsequent steps of the grievance procedure.

13.04 The Union acknowledges that the Stewards and members of the Negotiating Committee and Grievance Committee have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without notifying their immediate supervisors. Permission from the Supervisor shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer loss of pay while negotiating this Agreement, amendments thereto, or renewals thereof, or while dealing with grievances up to, but not including, Arbitration proceedings, in both grievance and negotiation procedures. This does not apply to time spent on such matters outside the regular working hours. Union leave without pay may be granted, however, the employees' normal pay cheque will be issued and the Union will reimburse the Employer with the actual salary costs incurred for that leave.

13.05 The Chief Steward shall be assigned duties on the day shift only

13.06 The Union will inform the Employer in writing of the names of Stewards, Chief Steward and Chairperson, and of any changes in the names of Stewards, ~~Chief~~ Steward and Chairperson.

ARTICLE XIV - LEAVE OF ABSENCE

14.01 Leave of absence without pay may be granted by the Employer and any person who is absent with such permission shall not lose any of their seniority rights during such absence, but seniority rights shall not accrue during such absence unless such absence is for one of the following reasons:

- (a) for Union business referred to in paragraph 14.03 hereof;
- (b) for injury compensable by Workers' Compensation Board;
- (c) for approved leave of absence for any reason for a period not exceeding one (1) month;
- (d) for approved leave of absence for illness or **injury** for a period not exceeding six (6) months in any twelve (12) consecutive month period;
- (e) for lay-off not exceeding three (3) months;
- (f) for scheduled vacations or recognized holidays;

- (g) during suspension:
- (h) *during pregnancy/parental leave.*

An employee's request for leave of absence shall not be unreasonably withheld. Requests for leave of absence shall be made in writing **two (2)** weeks in advance of commencement and shall specify the reason, This provision for advance notice shall be waived in cases of emergency.

14.02 **Leave of Absence - Part-time and Casual Employees**

- (a) Leave of absence without pay may be granted by the Employer and any person who is absent with such permission shall not lose any of their seniority rights during such absence, but seniority shall not accrue during such absence unless such absence is for one of the following reasons:
 - (i) for Union business referred to in paragraph 14.03 hereof;
 - (ii) for **injury** compensable by the Workers' Compensation Board, average seniority over the last twelve **months** will accrue;
 - (iii) for Jury **Duty** or subpoenaed witness duty where the individual is required to be present for a Hospital related matter, average **seniority** over the last twelve months will accrue;
 - (iv) for a paid holiday, recognized by this Agreement for which the employee qualifies under the Employment Standards Act, seniority equal to the holiday pay payable for that day as indicated in Article 18.05 will **accrue**.
 - (v) *during pregnancy/parental leave, average seniority over the last twelve (12) months will accrue.*
- (b) Seniority will be retained but not accrued for the following reasons:
 - (i) approved vacation periods;
 - (ii) approved leaves of absence.

14.03 (a) While on leave of absence, the employee shall not undertake any **gainful** employment for any other person, **firm** or corporation. Failure to comply with this provision may result in disciplinary action being taken.

(b) **A** leave of absence will not be unreasonably withheld to employees elected or selected by the Union to attend conventions, **seminars**, educational classes or other Union business.

14.04 It is agreed that the Union shall not request a leave of absence for more than five (5) employees at any one time and that the **Union** shall submit a **written** request two (2) weeks in advance of the commencement of such leave of absence when possible.

It is further agreed that absences of full time, part time and casual employees will not exceed *two (2)* from any given department at one time.

14.05 **Bereavement Leave**

(a) **Full and Part-Time**

An employee who notifies the Hospital **as soon as possible** following a bereavement shall be granted three (3) consecutive **workings** days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild.' Where an employee does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. Spouse for the purposes of the bereavement leave will include a partner of the same sex. The Hospital, in its discretion, may extend such leave with or without pay.

(b) **Casual**

It is understood that casual employees will be granted up to one pre-scheduled day off with pay, between the day of death and the funeral, for the death of any member of his or her family **as** listed in 14.05(a).

14.06 **Pregnancy Leave - Full-Time, Part-Time and Casual**

(a) Leave of absence will be granted due to pregnancy pursuant to the provisions of the Employment Standards Act to employees with 13 weeks of employment. The maximum pregnancy leave is 17 weeks. The employee is required to give **as** much notice as possible and include her anticipated return to work date. At such

time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.

(b) **Full-Time and Part-Time**

Effective September 1, 1990 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan. an employee who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits. and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

Regular weekly earnings *for full-time employees* 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.

Regular weekly earnings for part-time employees *shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her average weekly hours worked over the preceding fifty-two (52) weeks.*

- (c) The employee does not have any vested right except to receive payments during the period of unemployment specified in the plan. The plan provided 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.

14.07 **Parental Leave Full-Time, Part-Time and Casual**

Leave of absence will be granted for parental leave pursuant to the provisions of

the Employment Standards Act to:

- (a) **an** employee who is a natural father
- (b) an employee immediately following their pregnancy leave
- (c) **an** adoptive parent.

The maximum parental leave is 18 weeks except in the cases of adoption for which it may be extended to 6 months.

14.08 The return to work date following pregnancy and/or parental leave shall be confirmed in writing at least 4 weeks in advance thereof.

14.09 Seniority and service will accrue and the Hospital will continue to pay its share of the premiums for benefit plans which the employee elects to continue for a period of up to 17 weeks for pregnancy leave and 18 weeks for parental leave. It is understood the employee will provide the Hospital with post-dated cheques *or alternate method of payment satisfactory to the Hospital* to cover their share of the premiums.

14.10 Upon return to work from pregnancy or parental leave the employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job subject to the provisions of Article 7.03.

14.11 **Jury Duty (Full & Part-Time)** - If **an** employee is required to serve **as** a juror in any matter, or is subpoenaed **as** a witness in a Hospital related court proceeding, the Employer agrees to pay to the employee the difference between the money received for acting **as** a juror or witness, not including the travelling expenses which the employee will retain for **her** own use, the same to be evidenced by production of the court payment, and the pay at the employee's basic rate (plus shift premium if applicable) which the employee would have received if she had not been required to serve **as** a juror or witness, and had worked her normal **shift**, provided that this clause shall not be construed to permit an employee to recover the equivalent of **overtime** pay.

14.12 **Sick Leave (Full-Time)**

At the commencement of the fourth month of employment, **an** employee shall accumulate three (3) days' sick leave with pay. Thereafter, such employee **shall** accumulate one (1) day's sick leave with pay for each additional month of employment. **On** completion of one

(1) year of service, such accumulation shall be increased to one **and** one-half (1-1/2) days per month. Such sick leave shall be subject to the following:

- (a) The unused portion of such employee's sick leave accumulation, including the accumulated sick leave credits, due **an** employee prior to the execution of the Agreement, shall accumulate up to a **maximum** accumulation of one hundred and fifty (150) days.
- (b) Absence due to illness or **injury**, compensable by the Workers' Compensation Board, shall not be charged against sick leave credits or accumulation. **An** employee may use any accumulated sick leave credit to **make up** the difference between compensation paid by the Workers' Compensation Board and normal pay.

A full-time employee who is absent **from** work **as** a result of an illness or **injury** sustained at work and who **has** been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if **her** claim was approved, or the benefit to which she should be entitled under the sick leave provisions of the collective agreement. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and **a** written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved the monies paid **as** an advance will be applied towards the benefits to which the employee would be entitled **under** the sick leave provisions of this collective agreement. **Any** payment under this provision will continue for no longer than the current accrual in the employee's sick bank.

- (c) Employees who report sick must notify the Hospital at least one and one-half hours before the start of the day shift **and** four hours before the start of other shifts where possible. When reporting to the Hospital that she will be **absent** because of illness, **an** employee should, whenever possible, indicate her expected date and time of return to work. If impossible to advise when they would be available for work then the above requirements of notification should **be** performed each scheduled shift. When a date and time of **return** is definite, **an** employee **must** report this information to the Hospital.

- (d) The Employer will have the right, if an employee has been absent for three (3) consecutive working days to demand production of a medical certificate confirming that the employee's absence has been due to illness. Such medical certificate must be requested by the Employer prior to the employee's return to work and must indicate that he or she 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 his or **her** wages for time away **from** work. It is understood that the Hospital can demand a doctor's certificate and such certificate must be dated during the term of absence. However for employees being counselled in the Attendance Improvement Program their Supervisor may **ask** for a medical certificate during any illness.
- (e) Absence due to illness in any year shall be charged to the accumulated sick leave reserve credited to the employee concerned **on** the basis of one (1) sick leave credit for each sick day with pay until credits are used up. **As** credits are used up, they may again accumulate to the maximum.
- (9)** 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 and successive illnesses in any calendar year (January to December) of employment, provided however, that such provision shall be waived, if at the time the fourth or successive illness occurs, the employee has at that time accumulated not less than **fifty** percent (50%) of her maximum sick leave accumulation from last date of hire. It is understood that whereas the **maximum** accumulation is one hundred and fifty (150) days, fifty percent (50%) of her **maximum** sick leave accumulation **from** last date of hire will not exceed seventy-five **(75)** days.
- (g) An employee who terminates her employment with the Hospital and has received payment in lieu of accumulated sick leave credits shall not be entitled to receive over an aggregate of fifty percent (50%) for any such credits should she be rehired and **again** terminates her employment.
- (h) The beneficiary or estate of **an** employee who dies while **in** the employ of **the** Hospital shall be entitled to receive the balance of the employee's sick leave credits due **as** provided for in Article 14.12 (g) herein.

- (i) The short-term sick leave plan shall be registered With the Unemployment Insurance Commission (U.I.C.). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of benefits contained in this Agreement.
- (j) *It is understood and agreed that full-time employees will make every reasonable effort to schedule medical appointments at times when they are otherwise not scheduled for work. When this is not possible, employees will schedule such appointments in a manner such as to minimize the disruption to their normal work schedule and provide reasonable notice to the Employer. The Hospital will allow such necessary time off to be charged against the employee's "accumulated sick leave bank". Such appointments will not be counted as an incident with respect to Article 14.12 (f).*

14.13 On termination of employment, a full-time employee **with** the following seniority or a *part-time or* casual employee who has transferred from the full-time unit with the following seniority as a full-time employee shall be paid cash in lieu of the accumulated sick leave credits on the following basis:

An employee with two (2) year's seniority **as** a full-time employee shall receive payment of twenty-five percent (25%) of her accumulated sick leave credits.

An employee with three (3) years' seniority **as** a full-time employee shall receive payment of thirty-three percent (33%) of **her** accumulated sick leave credits.

An employee with four (4) years' seniority **as** a full-time employee shall receive payment of forty percent (40%) of her accumulated sick leave credits.

An employee with five (5) years' or more seniority **as** a full-time employee shall receive payment of **fifty** percent (50%) of her accumulated sick leave credits.

An employee who has transferred **from** full-time to *part-time or* casual and **has** received payment in lieu of accumulated sick leave credits shall not be entitled to receive over **an** aggregate of fifty percent (50%) for any such credits should a pay-out occur for any reason **in** the future.

14.14 The Employer will grant a leave of absence without pay **and** Without benefits for a period of three (3) months to **an** employee for the purpose of accepting a full-time staff or

elected position with the Union. Application for such leave must be made **in writing** at least one (1) month prior to the commencement of the leave and it shall be granted to **an** employee on a "once only" basis. During such absence, the Employer may fill the vacancy With a temporary employee, and no more than one employee shall be absent on such leave at any one time.

14.15 Upon request from a full-time employee the Department will, during the month of April, provide to said employee in writing the amount of ~~un~~used sick leave and unused vacation in her/his bank.

ARTICLE 15 - GROUP HEALTH INSURANCE PLANS - FULL-TIME EMPLOYEES

15.01 Effective the first of the ~~month~~ following date of ratification ~~the~~ Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of employees who have completed their probationary period under the Blue Cross Semi-Private plan or its equivalent.

15.02 The Hospital agrees to provide coverage for employees under the Hospitals of Ontario Group Life Insurance Plan or equivalent, and to pay one hundred per cent (100%) of the premium thereof effective the first billing date following the completion of their probationary period. Such plan shall provide ~~for~~ insurance on ~~the~~ life of employees **in an** amount equal to twice their annual *salary*, calculated to the nearest \$500.00. The Hospital acknowledges that if the said Life Insurance Plan is amended to provide employees ~~with~~ increased coverage in excess of that referred to above, the Hospital will continue to pay one hundred ~~per~~ cent (100%) of the premium thereof.

The members of the bargaining unit will be eligible for voluntary additional life insurance coverage under the HOOVLIP Plan or equivalent. Regular medical requirements are applicable. This insurance is at 100% of the cost to the employee.

15.03 **Drug Plan**

The Employer will provide full-time employees who have completed their probationary period ~~as~~ outlined in Article 6.02 with a prepaid drug prescription plan Green Shield Plan "0" (~~with~~no deductible) but at a cost to the employee of two (\$2.00) dollars per prescription, *and effective the month following ratification at a cost to the employee ~~of~~ three (\$3.00) dollars per prescription* and to include **Green** Shield Extended ~~Health~~ T4 ~~with~~ a \$10,000 ~~maximum~~ or equivalent plans, and will **pay** one hundred percent (100%) of the premium charged therefor ~~as~~ amended from time to time.

Coverage under such plans shall be single or family to include all dependants as applicable. This benefit will be payable the first billing date following the completion of the probationary period. The drug plan shall provide for mandatory product selection (generic selection) in accordance with the Green Shield Pre-Paid Services Inc. procedures. It is understood that the individual physician retains the right to specify no substitutions if deemed necessary.

15.04 **Dental Plan**

The Hospital agrees to provide coverage for its eligible full-time employees and their eligible dependants under the Green Shield Plus 3 Dental Plan or its equivalent and pay seventy-five percent (75%) of the applicable monthly premium charged therefor.

15.05 **Vision Plan**

The Hospital agrees to provide a vision plan to eligible employees (Maximum \$90.00 every 24 months) and will pay one hundred percent (100%) of the established monthly premium charged therefor. It is agreed that the plan will be provided by Green Shield or its equivalent.

15.06 The Hospital agrees to continue to pay its share of the above premiums on behalf of employees who are absent because of illness, who are being paid accumulated sick leave, as long as such sick leave entitlement continues. The Hospital will pay its share of the above premiums on behalf of an employee drawing Workers' Compensation Benefits for a period not to exceed twelve (12) months. For employees who are otherwise absent due to illness or injury and who are not drawing sick leave pay or Workers' Compensation Board pay, or for employees absent on leave, the Hospital will pay its share of the above premiums for a period not to exceed three (3) months.

15.07 *It is agreed that full-time employees shall participate and part-time and casual employees, if eligible, may participate in the Hospital's of Ontario Pension Plan. It is agreed that enrolment in such pension plan will be in accordance with the requirements of such Plan.*

The Hospital will continue enrolment of employees in the Canada Pension Plan.

15.08 The Hospital shall provide to all employees covered by this agreement a "Benefit Handbook" outlining all available benefit coverage and appropriate details.

15.09 It is agreed that the employee's dependents aged 21 to 25 may be enrolled as a single subscriber on the Green Shield Hospital benefit plans if all the following conditions are met by the dependent.

- 1) unmarried
- 2) attending school, college or University or physically or mentally handicapped;
- 3) normally resident with, and totally dependant upon the employee for support.

The employee is responsible for 100% of the billed premiums. All applications for adult dependents must be included with the December remittance therefore applications are necessary before the end of the year to ensure no loss of coverage.

15.10 *Part-time employees 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 fill-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.

15.11 *Casual employees shall be entitled to statutory holidays and benefits only.*

15.12 The Hospital will advise the union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change of carrier.

ARTICLE 16 - HOURS OF WORK - FULL-TIME EMPLOYEES

16.01 It is agreed that the normal and recognized working hours of full-time employees in the bargaining unit shall be *seventy-five (75) hours per bi-weekly pay period*. It is to be noted that scheduled shifts are eight (8) *consecutive hours unless by mutual agreement*, and include a one-half (1/2) hour unpaid lunch break.

16.02 (a) The employer shall pay time and one half the regular rate of pay, calculated to the nearest fifteen (15) **minutes** for all approved time worked in excess of seven and one-half (7-1/2) hours in any one day (exclusive of one-half [1/2] hour each day for lunch). Work performed on a full-time employee's scheduled day off shall be paid at the rate of time and one-half. *Full-time employees will have the option of*

taking compensating time off at one and one-half (1-1/2) times for all hours worked at a mutually agreeable time.

(b) The Employer shall also pay time and one-half the regular rate of pay, calculated to the nearest fifteen (15) minutes for all approved time worked in excess of seventy-five (75) hours in any bi-weekly pay period (exclusive of one-half [1/2] hour each day for lunch).

16.03 Within the seven and one-half (7-1/2) hour work day referred to above, all employees will be permitted a fifteen (15) minute coffee break within the first half of a shift and a further fifteen (15) minute coffee break within the second half of the shift at times specified by the Employer.

Employees working other than a seven and one-half (7 1/2) hour shift will be entitled to a paid rest period of fifteen (15) minutes during each four (4) continuous hours of work.

16.04 Subject to staffing requirements and by mutual consent, full-time employees may take compensating time off in lieu of pay for authorized hours worked in excess of the normal hours of work at the rate of one and one-half (1-1/2) hours for each hour of work, provided the employees have otherwise qualified for overtime payment in respect of such hours. Staffing requirements will remain the decision of the Department Head or Supervisor.

16.05 The Employer agrees that work schedules will provide for a period of at least sixteen (16) consecutive hours between an employee's shift change and an employee will not be required to work more than six (6) consecutive days, except by mutual agreement.

16.06 The Hospital will grant/schedule each full-time employee a minimum of every other weekend off (ie. Saturday and Sunday inclusive). In the event that any full-time employee is scheduled to work on their normal weekend off (on either or both Saturday or Sunday) they will receive time and one-half (1-1/2) times their regular hourly rate for all hours worked on the second (2nd) consecutive weekend, except where:

- (1) Such weekend has been worked by the employee to satisfy specific days off requested by such employee: OR
- (2) Such employee has requested weekend work; OR

- (3) Such weekend is worked **as** a result of **an** approved exchange of shifts with another employee.
- (a) *Whenever referenced herein, a weekend worked will be recognized as commencing at the end of the afternoon shift on Friday and continue until the start of the midnight shift Monday. Any employee who is required to work a shift(s) during this period, either on one or both days, will be considered to have worked the weekend.*
- (b) *In the event that a "Department" changes their organizational structure and/or schedule of operations, the Union and Management will meet (at least thirty [30] days in advance of the introduction of any such change), to discuss the most effective method of implementation, in **an** effort to minimize the detrimental or adverse effects upon the employee(s) affected, if any.*

16.07 It is agreed that the Employer will *post work schedules **four (4) weeks in advance and all schedules will be in effect **for** a two (2) week period.*** No employee Will be required to rotate more than twice **during** the two week period.

It is further agreed that the above provisions will be **in** effect save and except for staffing shortages beyond the Employer's control.

*If a full-time employee is given **less than seventy-two (72) hours notice of a change in his/her schedule, or hours of work (except as a result of any other employee's absence), he/she shall be paid at one and a half (1-1/2) times their regular hourly rate **for** all hours worked on the changed shift unless the change is by mutual consent.***

16.08 Any full-time employee who reports for work for which they are scheduled or called in for. but for whom no work is available, shall be paid a minimum of four **(4)** hours time at their regular rate of pay.

16.09 **Meal Vouchers**

- (a) When a full-time employee is required to work more **than** two **(2)** hours overtime contiguous to **her** regular shift, or if she is requested to work overtime **with** less than eight (8) hours prior notice, she will **be** provided with a meal voucher in the amount of four dollars (\$4.00).

- (b) Part-time and casual employees when required to work more than two (2) hours overtime contiguous to a regular seven and one-half hour shift will be provided with a meal voucher in the amount of four (\$4.00) dollars.

16.10 Notwithstanding the foregoing, for all employees, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of an exchange in shift at the mutually agreed request of an employee or a change over to daylight savings time from standard time or vice versa or a mutually agreed exchange of shifts by two employees. It is understood that on those days that a change from daylight savings time to standard time or vice versa occurs employees will receive pay at straight time for eight and one-half hours when they work eight and one half hours and for six and one-half hours when they work the six and one-half hours.

16.11 Where the Hospital introduces an evening or night shift in a department, the Hospital shall advise the Union, in advance, of the introduction of these shifts.

16.12 **HOURS OF WORK - PART-TIME AND CASUAL EMPLOYEEES**

- (a) (i) The hours of work shall be as scheduled by the Employer.
- (ii) The Employer shall pay time and one-half the regular rate of pay, calculated to the nearest 15 minutes for all approved time worked in excess of seven and one-half (7 1/2) hours in any one day (exclusive of one-half (1/2) hour each day for lunch).
- (iii) *The employer shall also pay time and one-half the regular rate of pay, calculated to the nearest fifteen (15) minutes for all approved time worked in excess of seventy-five (75) hours in any bi-weekly pay period (exclusive of one-half [1.2] hour each day for lunch).*
- (b) Employees working a seven and one-half (7-1/2) hour shift will be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.
- Employees working other than a seven and one-half (7 1/2) hour shift will be entitled to a paid rest period of fifteen (15) minutes for each four hours of work.
- (c) An employee will not be required to work more than six (6) consecutive days except by mutual agreement.

(d) If a part-time *employee* is given less than *twenty-four (24) hours* notice of a change in *his/her* schedule, or *hours of work* (except as a result of any other *employee's* absence) *he/she* shall be *paid* at one and a half (1-1/2) times their *regular hourly* rate for all hours worked on the changed shift unless the change is by *mutual* consent.

16.13 A part-time or casual employee who reports for work for which they are scheduled or called in for, but for whom no work is available, shall be paid a **minimum** of two (2) hours time at their regular rate of pay.

16.14 Whenever reasonably possible, the Department Head will allocate available non-scheduled *part-time* or casual tours to qualified employees within the department and by classification on as equitable a basis as possible over the calendar year. Hours refused or unavailable to be worked will be counted as worked.

Should difficulties in scheduling arise they will be discussed with the Department Head or designee as soon as possible in order to resolve the problem.

ARTICLE 17 - SHIFT/WEEKEND PREMIUMS

17.01 Shift Premium

All employees who work the following shifts: 1500 hours to 2300 hours, 1600 hours to 2400 hours, 2300 hours to 0700 hours and 2400 hours to 0800 hours, will be paid a shift premium of three dollars and thirty-seven and one-half (\$3.375) cents per shift or pro-rated to \$0.45 per hour and effective the first pay week following ratification sixty cents (\$0.60) per hour.

Shifts other than those listed would receive shift premium for those hours between 1500 and 0800 hours if the majority of scheduled hours fall after 1500 hours.

17.02 Wee _____

An employee shall be paid a weekend premium of forty-five cents (**\$0.45**) per hour and effective the first pay week following ratification sixty cents (\$0.60) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If an employee is receiving premium pay under Article 15, or for any other reason, she will not receive weekend premium under this provision.

ARTICLE 18 - PAID HOLIDAYS - FULL-TIME EMPLOYEES

18.01 The following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Armistice Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

2nd Monday in June

Heritage Day (or, if not proclaimed, the second **Monday** in February).

Should the Hospital be required to observe **an** additional paid holiday **as** a result of legislation, it is understood that one of the **existing** holidays recognized by the Hospital shall be established as the legislated holiday after discussion With the **Union**, so that the Hospital's obligation to provide the number of paid holidays **as** noted above **remains** unchanged.

18.02 If an employee is scheduled to work on a paid holiday and actually works, **then** she may elect either:

(a) Pay at the rate of time and one-half for work **performed** on such holiday **and in** addition to have **an** alternative day off with pay at the regular rate (such day shall be given by the Hospital within **thirty (30) days after the** holiday or **longer** if agreed upon by the Hospital and the employee).

- OR -

(b) Pay at the rate of time and one-half for work performed on such holiday **in** addition to the employee's **regular pay**.

(c) All hours worked **in excess of seven and one-half (7.5) hours on** a paid holiday will be paid at a rate of double **time and one-half**.

18.03 (a) In the event of a holiday **as specified in the Article falling** within **an employee's** vacation period, it shall be **mandatory to extend** the vacation period by one (1) working day with one (1) day's **pay unless mutually** agreed otherwise.

(b) If the holiday occurs on a full **time** employee's day off, the employee **will** be given a choice of receiving a **day's pay or taking a** day off in lieu of such holiday at a time mutually agreed upon **between** the employee **and the** Department **Head**.

- (c) In the event of a statutory holiday falling within ~~an~~ approved leave of absence period, the benefits for a paid holiday shall NOT be extended to a ~~full~~ time employee, except in the case of illness. Full-time employees with one (1) or more years of seniority will be **paid** for those holidays falling within the three (3) ~~month~~ period ~~from~~ commencement of such illness.

18.04 Employees shall be entitled to take either ~~Christmas~~ or New Year's Day off on a choice basis in accordance with their classification seniority provided that the Department Heads are satisfied that enough experienced personnel are retained to provide proper and adequate service in those classifications. Full-time employees shall be entitled to take either Christmas/Boxing Day or New Years Eve/New Years **Day** off on a choice basis in accordance with their seniority.

18.05 **Paid Holidays - Part-Time**

- (a) *Part-time employees shall be entitled to the same proportion of holiday pay as their total time worked bears to fill-time employment using as a basis for calculation the entitlements of full-time employees as listed in Article 18.01.*
- (b) If an employee is scheduled to work on a paid holiday and actually works, ~~then~~ she shall receive time and one-half for work performed on such holiday in addition to holiday pay **as** determined by (a) above.
- (c) *A part-time employee who has qualified for holiday pay and who works in excess of 7.5 hours on the holiday will be paid at the rate of double time and one-half for all hours worked in excess of 7.5 on the holiday.*

18.06 **Paid Holiday - Casual Employees**

- (a) *Casual employees shall be entitled to Statutory Holidays as set out in the Employment Standard Act.*
- (b) *If an employee is scheduled to work on a paid holiday and actually works, then she shall receive time and one-half for work performed on such holiday in addition to holiday pay as determined by the rules of the Employment Standards Act.*

ARTICLE 19 - VACATIONS - FULL-TIME EMPLOYEES

19.01 Vacation Entitlement for full-time employees will be as follows:

Continuous Service	Working Days Vacation With Pay	Vacation Pay Adjustment Rate
≥ 6 months < 1 year	5	4%
≥ 1 year < 3 years	10"	4%"
≥ 3 years < 7 years	15	6%
≥ 7 years < 15 years	20	8%
≥ 15 years < 25 years	25	10%
≥ 25 years	30	12%

* (inclusive of any vacation taken under the preceding period)

Full-time employees who have worked significant overtime or at least three weeks covering an absent individual in a higher pay classification may request the vacation pay adjustment. This percentage adjustment will be calculated on earnings in excess of regular remuneration based on the above two factors.

19.02 If an employee has worked and been paid for less than 1300 hours in a vacation year, the employee will receive vacation pay based on the percentage (4%, 6%, 8%, 10% or 12%) of total earnings only.

19.05 *When allocating vacation times for all employees, the Employer will give every possible consideration to the employees' preference, subject to the necessity of maintaining sufficient staff to ensure the efficient operation of the Hospital. Full-time employees will have first priority, and part-time second priority. The employer shall notify the employee if possible of the tour of duty to which she is to report to work following her vacation.*

It is hereinafter agreed by the Hospital and the Union that the following guidelines will be used to plan, organize and schedule vacation requirements in the various departments of the Hospital.

- (1) In January of each year, the **respective Departments will post a list of all** employees showing their vacation entitlement and seniority as of the last posting of the seniority lists. This posting will cover the vacation period from *the entire vacation year. Within the limits of their entitlement, employees will not be required to take their vacation in less than two (2) week increments. The Departments shall also post dates of Temporary Service Reductions as soon as they have been determined, in order that those wishing to take vacation during these times may do so.*
- (2) All employees will schedule **their vacation time by the first week in March so that confirmation of the requests can be given by the last week in March. Since** selection of scheduled vacation is governed by clause 6.04(b) (seniority), senior employees should schedule their vacation first so that junior employees have an idea where they may want to schedule their vacation.
- (3) *All employees should request a first and second choice numbered accordingly, in the event a change has to be made because of requirements or senior employees requesting the same period.*
- (4) Any vacation scheduled outside the above guidelines will be considered on a first come, first serve basis, provided the Hospital can reasonably accommodate such request.
- (5) Outstanding vacation entitlements *will be scheduled at a mutually agreeable time by the first week in October. Outstanding vacation entitlement not scheduled by the first week in October shall be scheduled by the Hospital at its discretion by the end of October.*
- (6) Approved lists will remain posted in the respective departments. Employees may exchange vacation times with approval of the **Department** Head or designee. Such approval will not be unreasonably withheld.

19.06 Employees hired after the 8th October 1976, will be on the **April 30th** cut-off date for vacation entitlement.

19.07 In the event that an employee terminates her employment With the Employer without giving two (2) weeks' notice of her intention to do so, her vacation pay shall be calculated and paid in accordance with the minimum requirements of the Employment Standards Act of the Province of Ontario then in effect. The provisions of this paragraph shall not apply if failure to give two (2) weeks' notice was due to circumstances beyond the control of the employee.

19.08 For full-time and part-time employees, vacation policy will include the provision to take not more than five (5) days vacation of an employee's annual entitlement in single days. The Department Head shall give consideration to such a request and respond to the employee as soon as possible to facilitate the employee's personal emergency requests. It is agreed that the allocation of single vacation days will be done by mutual agreement.

19.09 Should a full-time employee become hospitalized for non-elective reasons and be receiving medical care and treatment prior to or during her vacation, she will be allowed to use her sick time for those days hospitalized. At the employee's option, those days hospitalized will be rescheduled at a mutually agreeable time.

19.10 It is understood that for a full-time or part-time employee if the employment anniversary date falls between May 1st and September 30th in any year, vacation entitlement shall be calculated as though such date occurred before May 1st. With the exception of the first year of employment, during which a pro-rated amount of time and monies will be payable.

19.11 Vacations - Part-Time Employees

Part-time employees shall be entitled to the same proportion of paid vacation time as their total time worked bears to full-time employment using as a basis for calculation the number of working days vacation with pay applicable to full-time employees.

For the purpose of the above calculations, the average hours worked for an employee will be calculated for the twelve (12) month period ending April 30th.

An employee whose employment is terminated prior to the completion of six (6) months' continuous service, will be paid four per cent (4%) of total earnings for the period of employment.

An employee whose employment is terminated prior to the completion of one (1) year's continuous service since the last date of vacation entitlement, will be paid 12%, 10%, 8%, 6% or 4%, as applicable, of total earnings since the last date of vacation entitlement.

19.12 **Vacations - Casual Employees**

Casual employees shall be paid ~~four~~ **per cent (4%)** vacation pay included in their regular bi-weekly pay.

ARTICLE 20 - SALARIES - FULL-TIME

20.01 The salary to be paid the various employee classifications covered by this Agreement shall be set out in Schedule "A" hereto.

Effective date of implementation, progression on the grid for full-time will be as follows:

			Max.
start	1 year	2 years	3 years
Step 3	step 4	Step 5	Step 6

20.02 The regular pay day shall be every second Thursday, during the term of this agreement, the pay will be available by twelve noon on Thursday.

20.03 (a) The wage rates set out in Schedule A hereto shall be paid retroactively, on all hours paid as of the effective dates referred to therein to all employees within the classifications set out in Schedule A who were on the payroll of the Employer as of September 1st, 1992 or who have been on the payroll of the Employer since that date during their respective periods of employment, even though their employment has since terminated.

(b) i) An increase, retroactive to September 1, 1992, shall be paid to all classifications equal to the "comparator" cents per hour increase granted on April 1, 1992.

ii) A further increase to all classifications shall be paid September 1, 1993, equal to the "comparator" cents per hour increase granted to wages effective April 1, 1993.

20.04 **Salaries - Part-Time Employees**

The rate of pay for a part-time employee shall be the rate of pay set out in Schedule "A" for a full-time employee in the same classification.

Effective date of implementation, progression on the grid for part-time will be as

follows:

<i>Start</i>	<i>600 Hrs.</i>	<i>1200 Hrs.</i>	<i>3150 Hrs.</i>	<i>5100 Hrs.</i>	<i>7050 Hrs.</i>
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>

20.05 **Salaries - Casual Employees**

- (a) The salary to be paid the various classifications covered by this Agreement shall be **as** set out in Schedule "A" attached hereto.
- (b) It is agreed that all existing casuals employed **as** at January 6, 1988 will be placed at Step 3 of the new **grid**. New casuals hired after **January 6, 1988** will start at step 1.

				Max.
Start	600 hrs.	1200 hrs.	3150 hrs.	5100 hrs.
Step 1	step 2	Step 3	step 4	step 5

- (c) Should a casual employee **transfer** to the same job in the full-time unit **as** they were performing in the casual unit, placement on the grid to **a maximum of the fifth increment only** would be **as** follows:

$$\frac{\text{Hours of service in same job}}{1950 \text{ Hours}} = \text{years of service for placement}$$

Progression on the grid would then be on the basis of calendar months service **as** per other full-time employees.

ARTICLE 21 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 21.01 (a) The Hospital and the Union agree that they mutually desire to maintain **standards** of safety and health in the Hospital in order to prevent accidents, **injury** and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept **as** a member of its Accident Prevention - Health and **Safety** Committee, one (1) representative and one (1) alternate selected or appointed by the **Union** from amongst the **bargaining** unit employees.
- (c) Such Committee shall identify potential **dangers and hazards**, institute **means of** improving health **and** safety programmes and recommend actions to be **taken** to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably **in** providing necessary information to enable the Committee to fulfil its **functions**. In addition, the Hospital **will**

provide the Committee with reasonable access to **all** accident reports, health and safety records and any other pertinent information in its possession.

- (e) Meeting shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of **all** meetings and make the same available for review.
- (f) **Any** representative appointed or selected in accordance with **b)** hereof, shall serve for **a term** of at **least** one (1) calendar year **from** the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings **as** a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the committee **and** carrying out **her** duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate and she shall be entitled to such time **from** work **as** is necessary to attend scheduled meetings.

ARTICLE 22 - MODIFIED WORK PROGRAM:

The Hospital and Union agree that the injured employee who suffers an injury arising out of and in the course of employment (~~with~~in the meaning of the WCB Act) that is eligible for WCB benefits should be returned to active employment **as quickly as** possible.

The Hospital agrees to reasonably accommodate **as** to coincide with the employee's capabilities.

Employees deemed capable to resume work With temporary limitations will be contacted for a meeting with the **Union** representative **and** management. **The** purpose of the meeting is to develop a modified work program for the employee. **If** the employee is unable to work on their previous job or unit the Hospital and **Union** **will** look into other areas **within** the bargaining unit based on the employee's qualifications.

The employee's progress will be monitored by **Union &** Management on a regular basis.

ARTICLE 23 - CONTRACTING OUT:

The Hospital shall not contract out any **work usually** performed by members of the bargaining unit if, **as** a result of such contracting out, a layoff of any employees other than 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. Provided such employees are employed at **similar** wages and working conditions.

ARTICLE 24 - PRINTING

24.01 The parties agree that they **will** share **equally in** the cost of printing copies of this Agreement in the number required by both.

ARTICLE 25 - GENERAL

25.01 *Definitions*

Department - For the purpose of **this** Agreement, the term "Department" shall mean a service or combination of services under the direction and control of a Manager. A Department **may** be under the direction of a Director if there is not a Manager(s) in the line reporting structure.

ARTICLE 26 - DURATION OF AGREEMENT


26.01 With the exception of retroactive wages specifically referred to in Schedule "A" hereof, and other benefits or conditions of employment expressed to become effective at specific times, this Agreement shall become effective on April 1, 1996, and remain **in** effect until March 31st, 1998.

It is agreed, however, **that** this Agreement **shall** continue **in** force from **year** to year from the first day of April up to **and** including the 31st day of March **in** each year **unless** either of the parties hereto shall between the 15th day of **January and the** 15th day of February in any year give notice to the other **party** that this Agreement shall cease to operate at the **end** of the then current year or that **it** desires to bargain **with** a view to the **renewal with** or **without** modification of the Agreement **then** in operation. In the event of notice **given in** accordance **with** the above, each party shall submit to the other **party** at least thirty (30) days prior to the anniversary date, a written statement setting forth **all** matters with respect to which it **desires** to modify or amend this Agreement.

IN WITNESS WHEREOF, the ~~Parties~~ hereto have caused this ~~Agreement~~ to be executed by their duly authorized representatives this 19th day of September, 1997

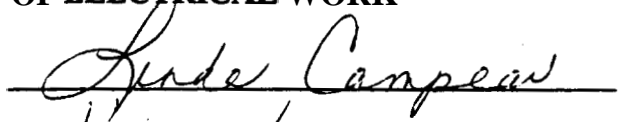
WINDSOR REGIONAL HOSPITAL

**LOCAL UNION 636 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORK**



Peter Newfield

Ullie Zimmer



Kaine K...

Heather Housis

Peter Veatch

Liz Rodgers

Judy Lyxie

SCHEDULE "A"

I.B.E.W. - CLERICAL

GRADE	CLASSIFICATION	EFFECTIVE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Grade 01	Head Payroll	April 01, 1996	15.662	15.919	16.175	16.534	16.944	17.337
		October 01, 1997	15.812	16.069	16.325	16.684	17.094	17.487
Grade 02	Head Revenue	April 01, 1997	15.169	15.384	15.665	16.013	16.41	16.79
		October 01, 1997	15.319	15.534	15.815	16.163	16.56	16.94
Grade 03	Admitting Clerk I A.R. Tech. Bookkeeper Head Communications Attend. Head Accounts Payable	April 01, 1996	14.861	15.104	15.347	15.687	16.075	16.448
		October 01, 1997	15.011	15.254	15.497	15.837	16.225	16.598
Grade 04	Head Cashier Transcriptionist H.R.	April 01, 1996	14.524	14.777	15.015	15.347	15.728	16.092
		October 01, 1997	14.674	14.927	15.165	15.497	15.878	16.242
Grade 05	Accounts Payable Clerk Clinical Information Clerk Diagnostic Imaging Clerk Engineering Clerk HIV Clerk Inventory Control Billings & Receivable Clerk O.R. Booking Clerk Payroll Clerk Pharmacy Purch. Clerk Medical Transcriptionist Unit Clerk Secretary	April 01, 1996	14.054	14.284	14.513	14.819	15.202	15.554
		October 01, 1997	14.204	14.434	14.663	14.969	15.352	15.704

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WINDSOR REGIONAL HOSPITAL

July 24, 1997

Collection of Agreements Unit
Labour Branch
Human Resources Development Canada
Hull, Quebec K1A 0J2

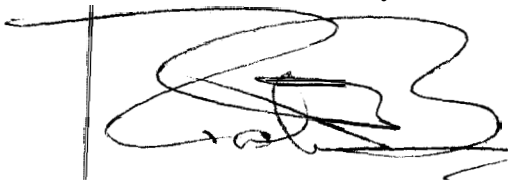
RE: Your File: 0563007
Windsor Regional Hospital (Metro. Campus Office)
International Brotherhood of Electrical Workers, Local 636 (Clerical)

In reply to your letter of July 16, 1997, a new collective agreement has been negotiated between the Hospital and IBEW (Clerical) covering the period April 1, 1996, to March 31, 1998. However, it has not yet been ratified by the parties, and as soon as this occurs appropriate copies will be signed and distributed accordingly.

At that time, we will forward a copy to you as is customary.

Please correct your records to show that the Collective Agreement is between Windsor Regional Hospital and the International Brotherhood of Electrical Workers, Local 636, Unit 25 (Clerical). There are no longer individual agreements for each Campus (Western and Metropolitan) and all clerical staff at both campuses are under the one Agreement.

Yours truly,



Robert F. Brown
Vice President Employee Relations

/hc

504-29 1997

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