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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 2001

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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, Environmental Control Officer, Social Workers, Registered Nurses engaged in a nursing or technical capacity;*
- (ii) The Secretary to the President, *Secretaries to Senior Management*, the Secretary(ies) and benefit administration staff in

Human Resources, ~~Medical~~ **Staff Secretary** and *Secretaries to the Program Directors*;

- (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 (a) *Relationship* – **the** parties hereto agree that there will be **no** discrimination, interference, restraint or coercion exercised or practiced 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**.

(b) *Discrimination* - *In accordance with the provisions of the Labour Relations Act of Ontario and the Ontario Human Rights Code, the parties agree that there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced with respect to any employee with regard to any term or condition of employment because of race, creed, colour, age, sex, sexual orientation, marital status, family status, ethnic origin, ancestry, place of origin, citizenship, record of offenses, handicap, or because any employee was or is a member of the Union or was or is exercising any rights under either of these Statutes or under 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 any 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 *in equal amounts from each pay received in the 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 **mounts** of the foregoing, and any changes thereto, **as** they become effective. It was further clarified that **this** does not compromise the situation where **term** **certain**s do not pay Union dues until after six months.

2.05 The Union dues shall be deducted *in equal amounts from each pay received in the calendar 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 **(25)** day of the month following the month in which such deductions were made. *The Employer also agrees to deduct and remit an amount equal to the union initiation fee from each new employee – upon the successful completion of their probationary period*

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 *notified in writing whenever a new employee is hired and* 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.

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 procedure 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) *During the probationary period, the Employer **will** assess the performance, abilities, and suitabilities ~~of~~ the newly hired employee. When the Employer has concerns regarding the performance, abilities, or suitabilities of the employee, those will be shared with the employee.*

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

- (b) The **Union** shall be notified *in writing* 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, *term appointments* 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 *thirty* (30) 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 two (2) years** and is *not expected to be fit to return to work in the foreseeable future*, except for **the** employee who **was** injured on the job and covered *under the Workplace Safety and Insurance Act*. In such a case, a **further** extension of **six (6) months** 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 (a) *Full-time and part-time employees, subject to the departmental workload requirements, staffing levels and the classification of employees, will be afforded the opportunity to choose their preferred shift (days, evenings or nights as defined by Article 16.01 [b]) and/or preferred starting time on the basis of seniority once annually. Where **steady** shifts are available, employees who exercise this right will not be required to rotate through a three-shift schedule.*
- (6) *Notwithstanding the foregoing, and subject to a department's operational demands, work assignments and/or client service needs, full-time and/or part-time employees may be required to perform duties which may require them to vary their start times. Employees **so** affected will continue to work **on** the shift **of** their choice **as** defined by Article 16.01 (6) and will not be required to rotate through a three-shift schedule. Where assignment to varying start times **is** necessary to ensure the continued efficient operation **of** the Hospital, such movement shall be subject to the following terms:*

- i) Preferred **shifts will** be selected based on *seniority*.
- ii) Preferred **start times will** be selected based on *seniority*.
- iii) **On the basis of seniority**, the employees will select a prerequisite period of time (over the course of the calendar year) to work each of the alternate start times.

All employees working through this cycle shall be required to work an equal period of time on each of the alternate start times. The distribution of time spent on alternate start times will be determined by the number of staff and the number of start times subject to the cycle.

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.

6.08 An employee who is a member of the IBEW and who permanently transfers into a position in the Hospital that is not covered by the terms of this Collective Agreement shall retain the right to return to the bargaining unit within six (6) months of the transfer. Upon return to the bargaining unit, the employee will retain all seniority rights associated with her/his seniority as at the date of the original transfer.

In cases where the transfer is for a temporary period, the employee shall retain rights to their position within the bargaining unit for a period not to exceed six (6) months.

The provisions of this clause will only apply in cases where the employee has secured a withdrawal card from the Union.

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 *in writing* 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 includ ng** the areas of cut-back and **employees to be laid off.**
- (c) provide affected employees with written notice *of no less than sixty (60) days.*

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 shutdown, the Union shall be provided with written notification as far in advance as possible. Such notification shall be no less than four (4) weeks 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

(a) *In the event of lay-off, the Employer agrees to meet with the Union and discuss the reasons for such lay-off, possible alternatives to it, and the method of implementation. On request by the Union, the Hospital will undertake to review specified contracted services which would otherwise fill within the work of the bargaining unit which may be subject to expiry and open for re-negotiation. The purpose of this review is to assess the practicality and cost effectiveness of having such work performed within the Hospital by members of the bargaining unit.*

(b) *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. It is further agreed that prior to any such lay-offs, probationary employees and students shall first be released and any situations involving temporary employees performing work of the bargaining unit will be reviewed with the Union.

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 expect to perform those duties within *thirty (30)* days.
- (ii) if **unsuccessful**, after *thirty (30)* 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 *thirty (30)* days as above.

A lay-off 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

When the Hospital deems it necessary to lay-off bargaining unit members, affected employees will be laid off in reverse order of seniority within their classification and department Any employee so affected, and who chooses to exercise their bumping rights shall be ab& to bump a less senior employee and shall do so in the following manner:

Full-time

- 1) Displace the least senior full-time employee (working the preferred shift of the senior employee) in any classification for which the employee holds the qualifications.
- 2) In the event that their seniority does not allow them to bump into another full-time position, the employee may then bump the least senior part-time employee in any classification for which they hold the qualifications and then the least senior casual employee in any classification for which they hold the qualifications.

Part-Time

- 1) Displace the least senior part-time employee (working the preferred shift of the senior employee) in any classification for which the employee holds the qualifications.
- 2) In the event that their seniority does not allow them to bump into another part-time position, the employee may then bump the least senior casual employee in any classification for which they hold the qualifications.

Casual

- 1) Displace the least senior casual employee (working the preferred shift of the senior employee) in any **classification for** which the employee holds the qualifications.

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 programs, continue to pay the full premium **costs** of a benefit or benefits for up to twelve (12) months 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-off 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 lay-off, **as** defined in Article 7.02.

(b) *For the purposes of this Article, any part-time and/or **casual** employee who submits an application for a posted vacancy, shall receive credit for their part-time hours on the basis of one (1) year being equal to 1950 hours. In the event that there are **no** applicants from within the bargaining unit, who are successful, the Employer shall address the situation **as it sees fit**.*

(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 **so** notified in writing and be given the reasons for the rejection of her application by the Employer **within one (1) week** of the selection. *A copy **of** such document shall be copied to the Union Chairperson or delegate.*

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 (a) 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 rights and employment benefits** shall transfer with them.

(b) *Upon promotion to a higher classification, an employee shall be paid at an increment level in the **new** classification which will result in a higher salary rate than the employee had received prior to such promotion. Upon transfer to a classification within the same grade, an employee shall receive the same rate of pay received prior to the transfer. Upon transferring to a lower classification, an employee shall receive pay at an increment level that results in a lesser salary rate than the employee had received prior to the transfer.*

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 (6) 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 new 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.S.I.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.S.I.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 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.

8.14 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.

8.15 (a) *The Hospital shall maintain a record of the qualifications required for each position within the bargaining unit. This record shall be available to employees upon request. When the Hospital determines that the qualifications for a position have changed, the Chairperson of the Union shall be notified when that change is reflected in the above noted record*

- (b) *It is understood that when the Hospital deems it necessary to **conduct** candidate testing to determine qualifications for a posted vacancy, such testing shall be conducted in a fair and equitable manner and shall conform to the following standards:*
- (i) *All tests will reflect the requirements of the position.*
 - (ii) *All tests with respect to a particular posting will be administered in a consistent manner.*
 - (iii) *All candidates will be made aware of each area to be tested, the corresponding weights, and the passing grades required prior to the test,*
 - (iv) *All candidates will be given a copy of their own test results.*

ARTICLE 9 – EMPLOYEE TRANSFERS

9.01 Any employee temporarily assigned to another ~~for~~ **for** a period ~~of one hour shall be paid for the time worked at the rate of pay that he~~ **of one hour shall be paid for the time worked at the rate of pay that he** ~~be attracted by that classification, as if the employee had been transferred If the highest rate of that classification is less than the wage rate of the classification there shall be no reduction in pay. A temporary transfer shall not exceed five (5) working days with the written agreement of the Union. Any transfers exceeding five (5) days shall be posted in the manner provided herein~~ **be attracted by that classification, as if the employee had been transferred If the highest rate of that classification is less than the wage rate of the classification there shall be no reduction in pay. A temporary transfer shall not exceed five (5) working days with the written agreement of the Union. Any transfers exceeding five (5) days shall be posted in the manner provided herein**

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 THREE: 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 its 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 *Notwithstanding the foregoing provisions of this Article, the Parties hereto **may**, in substitution for the above procedure, agree in writing to the appointment of one (1) arbitrator satisfactory to both Parties. In such a case, this sole arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms*

11.08 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.

11.09 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.

11.10 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.

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

ARTICLE - CHIEF SUSPENSION OR DISCIPLINE

12.01 **The** Employer shall not discharge, suspend, or discipline any employee *under this Agreement* without just cause.

12.02 *When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision, the employee is entitled to have, at his/her request, an IBEW representative in attendance at such meeting. Except in those circumstances where immediate disciplinary action is deemed necessary, the employee shall receive a minimum one (1) day's notice of the time and intent of such a meeting. The Employer shall notify the employee and the IBEW of such a disciplinary decision in writing. Such decisions shall be placed on the individual's personnel file and become a matter of record*

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 than 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.

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 [1] 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 employee's normal pay cheque will be issued and the Union will reimburse the Employer with the actual salary **costs** incurred for that leave.

13.05 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.

13.06 The Chief Steward shall be **assigned** duties on the day **shift** only.

13.07 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 14 – 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 *the Workplace Safety and Insurance 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 holiday;
- (g) during suspension;
- (h) during pregnancy/parental leave.

An employee's **request** for leave of absence shall not be unreasonably withheld. Request 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 *Workplace Safety and Insurance Board*, average seniority over **the** last twelve (12) 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 (12) 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, *other than during a period of temporary service reduction*, an 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 Bereavement Leave

*An employee who notifies the Hospital **as soon** as possible following the death of an immediate family member shall be granted up to three (3) consecutive working days off between and including the day of the death and the day of the funeral without loss of her regular pay for her scheduled hours. "Immediate family" means parent, brother, sister, spouse, **son**, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, step-child or legal guardian. Spouse for the purpose of the bereavement leave will include a partner **of** the same **sex**. The Hospital, in its discretion, **may** extend such leave without pay.*

14.05

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 **Employment** Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, **1971**, shall be paid a supplemental unemployment benefit.

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

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.

14.06 **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 six (6) months.

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

14.08 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.

14.09 Upon return to work **from** pregnancy or parental leave the employee shall be reinstated to her former position **at a wage rate equivalent to that which she would**

otherwise have been earning unless the position has been discontinued in which case she shall be given a comparable job subject to the provisions of Article 7.03.

14.10 **Jury Duty (Full and Part-Time)**

If **an** employee is required to serve **as** a juror or *attend jury selection proceedings* 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 a copy of the summons or subpoena*, and the pay at the employee's basis 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.

14.11 **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, covered under the Workplace Safety and Insurance Act**, 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 **Workplace Safety and Insurance Act** 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 covered under the *Workplace Safety and Insurance Act* for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the payment she would receive from the *WSIB* if her claim was approved. Payments will be refunded to the Hospital following approval of the claim by the *WSIB*. If the claim for benefits 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 (1-1/2) hours before the start of the day shift and four (4) 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.
- (f) 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 *twenty-five* per cent **(25%)** 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, *twenty-five* per cent **(25%)** of her maximum sick leave accumulation from last date of hire will not exceed *thirty-seven and one-half (37.5)* 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 per cent **(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 Employment Insurance **Commission (E.I.C.)**. The employee's share of the employer's

employment ~~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).

14.12 **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) years' ~~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.

14.13 The Employer will grant a leave of absence without pay and without benefits for a period of up **to six (6)** 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 **two (2)** months 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.

14.14 Upon request **from** a full-time employee the Department will, during the month of April, provide to said employee in writing the amount of unused 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 per cent (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 one hundred per cent (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 "O"* (with no deductible) but at a cost to the employee of **three** dollars (\$3.00) per prescription and to include *Green Shield Extended Health T4* with a \$10,000 **maximum** or equivalent plans, and will pay one hundred per cent (100%) of the premium charged therefore **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 Service 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 per cent (**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 per cent (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 Workplace Safety and Insurance** 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 Workplace **Safety and Insurance Board benefits**, 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:

- i) unmarried;**
- ii) attending school, college or university or physically or mentally handicapped;**
- iii) normally resident with, and totally dependant upon the employee for support.**

The employee is responsible for **one** hundred per cent (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 full-time hours averaged over a six-month period. Part-time employees **are** not eligible for Group Life Insurance coverage.

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

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 (a) 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.

(b) *The recognized shifts are days, evenings and nights. The standard shifts are 0700 – 1500 (days); 1500 – 2300 (evenings); and 2300 – 0700 (nights). Where 50% or more of a tour falls within any of these defined shift times, such tour shall be deemed to be that shift.*

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 *within ninety (90) days of the time being earned* **All time not taken within the ninety (90) day timeframe will be paid out.**

- (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 **The Employer agrees that, except by mutual agreement, work** schedules will provide for a period of at least *twelve (12) hours* between *scheduled shifts* and an employee will not be required **to** work more than **six (6)** consecutive days. **Failure to comply with the above shall result in a premium payment of time and one-half (1-1/2) for each shift worked without a full twelve (12) hour restperiod and on the seventh and subsequent consecutive days.**

16.05 The Hospital will grant/schedule each full-time employee a minimum of every **other weekend off** (i.e. **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.

16.06 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.

16.07 *Premium payments (excluding shift and weekend premiums as defined in Article 17) shall be calculated and paid under one provision of this Agreement only, even though hours worked may attract premium payment under more than one*

provision. (For example: Overtime on a scheduled weekend off). In such circumstances, the higher premium shall be paid

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 our **(4)** hours time at **their** regular **rate** of pay.

16.09 **Mutual shift exchanges between employees in the same department require prior approval by the Employer. Such request shall be submitted and responded to in a timely fashion. Such approval shall not be unreasonably withheld**

16.10 **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 dollars (\$4.00).

16.11 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 changeover 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.

16.12 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.

16.13

HOURS OF WORK – PART-TIME AND CASUAL EMPLOYEES

- (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 (4) 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.

16.14 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 **four (4)** hours **time at their** regular rate of pay.

16.15 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 twice a 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 *evening or night shifts* will be paid a shift premium of **sixty cents (\$0.60) per hour**. *Evening shifts are defined as shifts where 50% or more of the hours fall between 1500 and 2300. Night shifts are defined as shifts where 50% or more of the hours fall between 2300 and 0700.*

17.02 Weekend Premium

An employee shall be paid a weekend premium of **sixty cents (\$0.60) per hour** for shifts where 50% or more of the hours of that shift fall between 2400 hours Friday and 2400 hours Sunday. If an employee is receiving premium pay under Article 16, 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

Remembrance 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 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 agree 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 **(within ninety [90] days following the Holiday)** 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 Year's Eve/New Year's 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 *over the preceding thirteen (13) weeks* bears to full-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 Standards 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 (a) *As of April 30th in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period less than twelve (12) months shall be entitled to and shall receive the number of days' holiday with pay as set out below:*

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

- (b) *As of April 30th in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period of twelve (12) months but less than two (2) years shall be entitled to and shall receive two (2) weeks vacation with pay.*
- (c) *Employees having two (2) years or more of continuous service with the Employer but less than five (5) years of continuous service as of April 30th, or at a date between May 1st and September 30th in each year, shall receive three (3) weeks vacation with pay.*
- (d) *Employees having five (5) years or more of continuous service with the Employer but less than fifteen (15) years of continuous service as of April 30th, or at a date between May 1st and September 30th in each year, shall receive four (4) weeks vacation with pay.*
- (e) *Employees having fifteen (15) years or more of continuous service with the Employer but less than twenty-five (25) years of continuous service as of April 30th, or at a date between May 1st and September 30th in each year, shall receive five (5) weeks vacation with pay.*

(f) Employees having *twenty-five (25) years or more of continuous service with the Employer as of April 30th, or at a date between May 1st and September 30th in each year, shall receive six (6) weeks vacation with pay.*

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.

19.03 Any 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.

19.04 Any 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.

For all employees, the Employer will give the employee's 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 working following her vacation.

It is hereinafter agreed by the Hospital and the Union that the following 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 day 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 () 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

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

20.02 *Progression on the grid will be based on six (6) month increments for full-time employees and 1,000 hour increments for part-time and casual employees. This progression will begin upon appointment to a given position.*

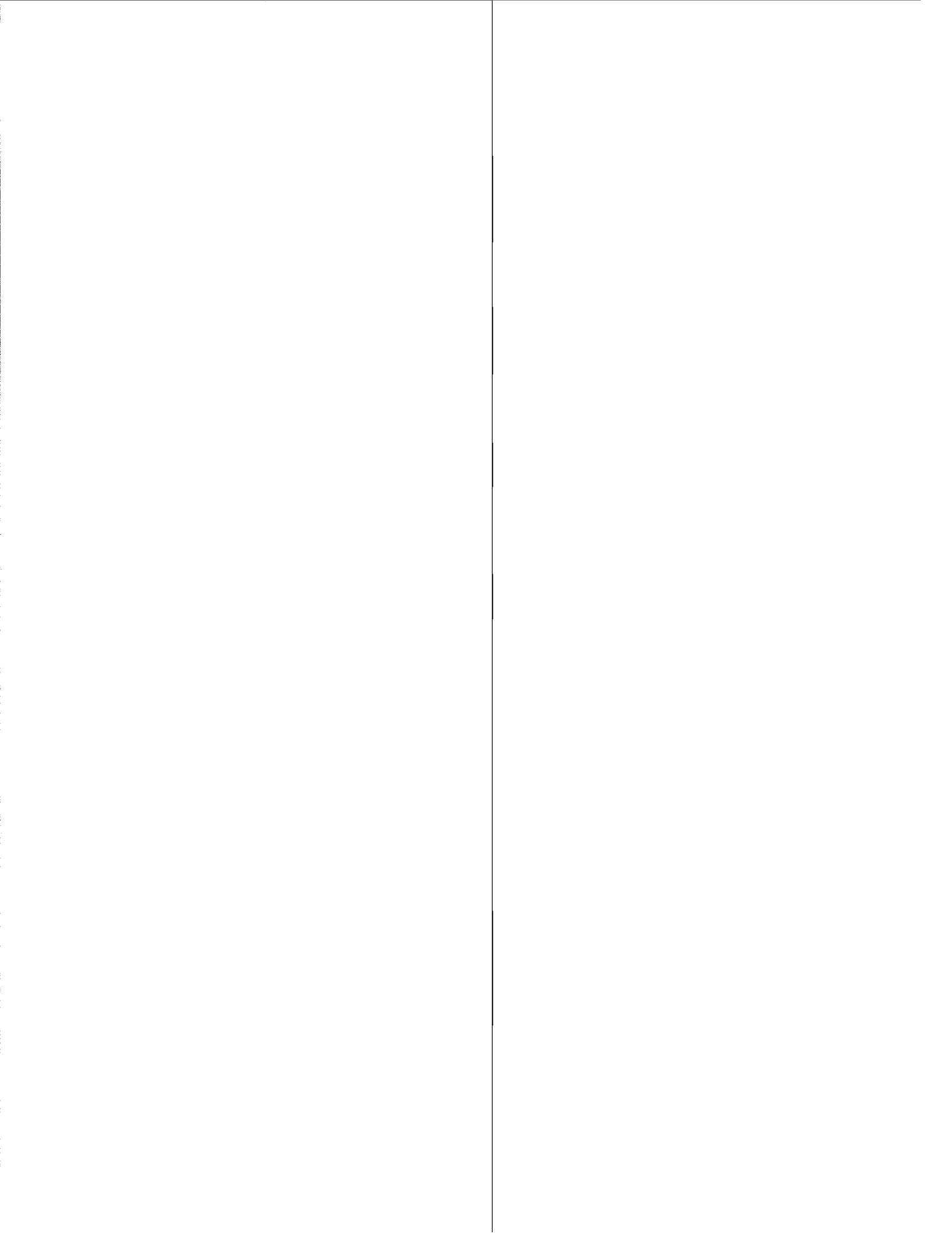
20.03 The regular payday shall be every second Thursday during the term of this agreement, and shall be available by twelve noon on Thursday.

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 Prevent - 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 programs and recommend actions to be taken to improve conditions related to safety and health.**
- (d) The Hospital **agrees to cooperate** reasonably in providing necessary information to enable the **Committee** to fulfil its functions. 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) **Meetings** shall be held every **second** month or more frequently at the call of the Chair, if required. **The Committee** shall maintain minutes of all meetings and make the same **available** for **review**.
- (f) **Any** representative appointed **or** selected in accordance with (b) hereof, shall serve for a term of **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.
- (i) *Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not*



feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.

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 (within the meaning of the WSLA) that is eligible for WSIB 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 and 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 lay-off of any 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 – EXTENDED TOURS

25.01 Extended tours are defined as shifts that exceed eight (8) hours but not more than twelve (12) hours in length (inclusive of an unpaid meal break).

25.02 Where the Hospital agrees to implement a schedule with extended tours initiated by a full-time employee, the employees who would be subject to such a schedule, shall vote on the proposed schedule, The Union will conduct the vote and a threshold of two-thirds (66.6%) must be achieved in order for the schedule to be implemented. Discontinuance of such a schedule will also require a vote with two-thirds (66.6%) of the affected staff in favour of discontinuance. In either case, a vote will not be held more than once in any twelve (12) month period.

25.03 Where the Hospital decides that the continuance of an extended tour arrangement is no longer feasible, the Union will be consulted and advised of such a decision not less than sixty (60) days in advance of the discontinuance.

25.04 Full-time employees working an extended tour schedule shall be scheduled an average of seventy-five (75) hours per pay period for a total of 450 hours per twelve (12) week cycle.

25.05 No employee working twelve (12) hour tours shall be scheduled more than four (4) consecutive days and no employee working more than eight (8) hour tours but less than twelve (12) hour tours shall be scheduled more than five (5) consecutive days. Employees scheduled more consecutive shifts than outlined above shall be paid time and one-half (1-1/2) for all subsequent consecutive shifts.

25.06 Employees working extended tours shall be scheduled at least twelve (12) hours between shifts. Failure to comply with the above shall result in payment of time and one-half (1-1/2) for all hours worked within the twelve (12) hour rest period.

25.07 Full-time employees working extended tours greater than ten (10) hours in duration shall not be scheduled less than two (2) consecutive days off at any one time and the Hospital will endeavour to schedule at least two (2) consecutive days off for employees working extended tours of a shorter duration.

25.08 Wherever in this Agreement a reference to leave **is** measured **in days**, with the exception of bereavement leave wherein a **day** shall be deemed **to be** whatever hours the employee was scheduled to work; a day **is** understood to be 7.5 hours

Notwithstanding this, all absences from work shall be recorded in a manner that is **reflective** of the posted schedule.

25.09 (a) A paid holiday **is** understood to be 7.5 hours in length. A full-time employee shall be entitled to 7.5 hours pay for each paid holiday. A part-time employee shall be entitled to a pro-ration **of** 7.5 hours as indicated in Article 18.

(b) When an employee works on **a** paid holiday, she shall be paid time and one-half (1-1/2) for all hours worked **on** the holiday in **addition** to the holiday pay outlined in (a) above

25.10 For the purposes of this Article, a weekend shall be defined **as** 2400 hours **Friday** until 2400 hours Sunday. A shift will be deemed **to** have been worked **on** a weekend when 50% or more of the hours of that **shift** fall within the weekend period **as** defined above.

25.11 Notwithstanding Article 16.02, overtime shall be paid **at** the rate of time and one-half (1 - 1) to full-time employees for all hours worked in excess **of** the scheduled tours. In the case **of** part-time and casual employees, overtime shall be paid **for** all hours worked in excess **of** the 11.25 hours scheduled **on** a day **of** work or any hours in excess of seventy-five (75) in a pay period

25.12 **Shift** changes will only be allowed between **shifts** of the same duration.

25.13 Except **as** otherwise provided **for** in this Article, this collective agreement shall apply.

ARTICLE 26 - CALL-IN PROTOCOL

26.01 When the Hospital deems **it** necessary to call **an** employee **in** to work, the following protocol shall be followed:

Manager. A Department may be under the direction of a Director if there is not a Manager(s) in the line reporting structure.

27.03 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 **has** 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.

27.04 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 28 – DURATION OF AGREEMENT

28.01 With the except 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, 1998*, and remain in effect until March 31, 2001.

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.

- (a) *Part-time employees in the department at straight time using rotating seniority.*
- (b) *Casual employees in the department at straight time **using** rotating seniority.*
- (c) *Other employees at straight time through the use **of** the Clerical Pool or other such availability list **as** the case may dictate.*

26.02 *When the Hospital deems it necessary to call an employee in to work overtime, the following protocol shall be followed:*

- (a) *Full-time employees in the **department**, using rotating seniority.*
- (b) *Part-time employees in **the department** eligible **for** overtime **using** rotating seniority.*
- (c) *Casual employees in the **department eligible for overtime** using rotating seniority.*
- (d) *Other employees eligible **for overtime** through the use **of** the Clerical Pool or other such availability list **as** the case may dictate.*

ARTICLE 27 – GENERAL

27.01 *During the discussion **or negotiation** of any proposed renewal change amendment or **revision of** this Agreement (either in whole or in part), the Agreement shall remain in full force and **effect until mutually acceptable terms of** settlement have been agreed upon between the **Parties or until the process under the Labour Relations Act** has been exhausted*

27.02 **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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of November, 1999

WINDSOR REGIONAL HOSPITAL
OF

Lynn Guare

12 21

Barbara

John Patterson

INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS, LOCAL 636

Karen Moran

Linda Maggi

Mary Ann Cowie

Elizabeth Rodgers

Patricia Venier

Judy Byrne

SCHEDULE "A"

IBEW CLERICAL

GRADE	CLASSIFICATION	EFFECTIVE	START	6 MONTH	12 MONTH	18 MONTH
Grade 1	Senior Payroll Clerk	April 1, 1998	\$15.966	\$16.532	\$17.097	\$17.662
		April 1, 1999	\$16.286	\$16.862	\$17.439	\$18.015
		April 1, 2000	\$16.611	\$17.199	\$17.787	\$18.375
Grade 2	Senior Revenue Clerk	April 1, 1998	\$15.467	\$16.014	\$16.562	\$17.109
		April 1, 1999	\$15.776	\$16.334	\$16.893	\$17.451
		April 1, 2000	\$16.090	\$16.660	\$17.229	\$17.799
Grade 3	Admitting Clerk 1	April 1, 1998	\$15.155	\$15.691	\$16.228	\$16.764
	A.R. Tech	April 1, 1999	\$15.458	\$16.005	\$16.552	\$17.099
	Bookkeeper SR. Comm. Attendant SR. Accts Payable	April 1, 2000	\$15.767	\$16.325	\$16.883	\$17.441
Grade 4	Senior Cashier	April 1, 1998	\$14.830	\$15.355	\$15.879	\$16.404
	Health Records Transc. Diagnostic Transc.	April 1, 1999	\$15.126	\$15.661	\$16.197	\$16.732
		April 1, 2000	\$15.428	\$15.974	\$16.521	\$17.067

SCHEDULE "A"

IBEW CLERICAL

GRADE	CLASSIFICATION	EFFECTIVE	START	6 MONTH	12 MONTH	18 MONTH
Grade 5	Accounts Payable Clerk	April 1, 1998	\$14.354	\$14.846	\$15.353	\$15.861
	Admitting Clerk					
	Diagnostic Imaging Clerk	April 1, 1999	\$14.641	\$15.143	\$15.661	\$16.178
	Engineering Clerk					
	Health Records Clerk	April 1, 2000	\$14.934	\$15.445	\$15.974	\$16.502
	HIV Clerk					
	Inventory Control Clerk					
	Billing & Receivable Clerk					
	OR Booking Clerk					
	Payroll Clerk					
	Pharmacy Purchasing Clerk					
	Medical Transcriptionist					
	Unit Clerk					
	Secretary					
Grade 6	Education Clerk	April 1, 1998	\$13.883	\$14.373	\$14.849	\$15.340
	Switchboard Operator	April 1, 1999	\$14.160	\$14.661	\$15.146	\$15.647
	Cashier					
	Pharmacy Clerk I	April 1, 2000	\$14.446	\$14.957	\$15.452	\$15.963
	Patient Support Clerk					
	Laboratory Clerk					
	Clerk Typist					
	General Office Clerk					
	Printing Clerk					
	Rehab Clerk					

