

COLLECTIVE AGREEMENT

BETWEEN

WINDSOR REGIONAL HOSPITAL

AND

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

EXPIRY DATE: MARCH 31, 2004

**WINDSOR REGIONAL HOSPITAL and
CAW LOCAL 2458**
(Laboratory and Radiological Units) AGREEMENT

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AGREEMENT ENTERED INTO THIS DAY OF 2004

WINDSOR REGIONAL HOSPITAL
(hereinafter called the "Employer")

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**
(Laboratory and Radiological Units)
(hereinafter called the "Union")

ARTICLE 1 - PURPOSE

1.01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of Windsor Regional Hospital employed in its Medical Laboratory Department and Diagnostic Imaging Department as Registered Medical Laboratory Technologists, Medical Laboratory Assistants, Graduate Non-Registered Medical Laboratory Technologists, Tissue Technicians, Medical Radiation Technologists, Registered Diagnostic Medical Sonographers and Registered and Non-Registered EEG Technicians, EKG Technicians save and except Supervisors, persons above the rank of Supervisor, Graduate Pharmacist, Biochemist, persons regularly employed for not more than fifteen (15) hours per week, students employed during the summer vacation period and/or in training and employees covered by subsisting collective agreements with Windsor Regional Hospital.

2.02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union, either individually or collectively which will, or might, be interpreted to conflict with the terms and provisions of this Agreement.

ARTICLE 3 - MANagements RIGHTS

3.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees,
- (b) hire, retire at age 65, direct, classify, transfer, promote, demote, suspend, discharge, assign employees to shifts, to increase and decrease the working forces provided that a claim that an employee has been unjustly discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- (c) generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number of employees and location of the Hospital's establishments, the services to be rendered, the methods of work procedures, the kinds and locations of machines, tools, instruments and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital, to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interest of the safety and well-being of the Hospital patients, employees and the public, provided, however, that the above management functions will not be exercised by the Employer in a manner inconsistent with the terms of this Agreement.

3.02 There shall be no discrimination, interference, restraint, intimidation or coercion by or on behalf of the Employer regarding any employee because of membership in the Union. The Union shall not intimidate or coerce employees into membership.

ARTICLE 4 - UNION MEMBERSHIP AND CHECK-OFF

4.01 (a) The Employer shall deduct from each regular employee within the Bargaining Unit, from the first pay of each calendar month, an amount equivalent to the monthly dues as are levied by the Union in accordance with its Constitution and By-Laws. It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to make such deductions.

(b) The amount of such dues shall be certified to the Employer by an authorized officer of the Union.

4.02 Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.

4.03 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the twenty-fifth (25th) day of each month.

4.04 The record referred to in subsection 4.03 above shall include the names of employees from whom deductions were not made because of absence for injury or illness or because employment has been terminated.

4.05 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 the herein Collective Agreement, and any rules that may be formulated under its terms.

4.06 The Employer will be responsible for obtaining the signature of a new employee on such check-off card at date of hire effective upon completion of the employee's probationary period. In the case of an employee who elects not to become a member of the Union, the words "the Union Initiation fee" in such card shall be crossed through and this change initialled by the employee.

4.07 During and as part of a new employee's orientation, the Employer will schedule a one-half hour interview period at a time during working hours mutually agreeable to the Employer and the Union, during which a representative of the Union will be given the opportunity to discuss with employees in the orientation who are eligible for membership in the Bargaining Unit, the benefits and duties of Union membership and responsibilities to the Employer and the Union. This right of the Union to interview during working hours an employee who has not joined the Union is limited to this one-half hour period.

4.08 During the term of this Agreement, the Employer agrees to furnish the Union

monthly with a written list of all new employees who have been hired during the previous month. This list to include the employee's name and the department in which he or she is working.

ARTICLE 5 – NO DISCRIMINATION

5.01 (a) 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 against any employee with regard to any term or condition of employment because of: race, creed, colour, age, sex, sexual orientation, disability, marital status, nationality, ancestry, place of origin, ethnic origin, citizenship, family status, or record of offences 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 Collective Agreement.

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

5.02 Workplace Harassment

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

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

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

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

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

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

ARTICLE 6 - NEGOTIATING COMMITTEE AND COMMITTEEPERSONS

6.01 The Union may appoint and the Employer will recognize two (2) Committeepersons and a Chairperson who will be elected or selected from the Bargaining Unit. The Employer will be advised of their names and the names of their successors elected or selected from time to time. The Committeepersons and the Chairperson shall be employees of the Employer with at least six (6) months seniority.

6.02 Union representatives shall have the right to assist such Committeepersons when dealing or negotiating with the Employer. The representatives shall have reasonable access to the Hospital premises upon reasonable notice in order to investigate and assist in the settlement of grievances.

6.03 The Union acknowledges that Committeepersons 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 first receiving permission from their immediate supervisor. Permission from the Supervisor shall not be unreasonably withheld once operational requirements are such as to allow brief absence.

6.04 Employee members of this Committee will not suffer any loss of pay while attending meetings involved in any grievance procedure up to but not including an Arbitration Board hearing, provided however, that no loss of pay will be suffered by either the Chairman or a member of the committee referred to in Paragraph 6.01 (but not both) while attending such Arbitration Board hearing. Employee members of this committee will not suffer any loss of pay while attending meetings with the Employer, negotiating a

renewal of this Agreement up to and including any meeting called by a Conciliation Officer of the Ministry of Labour.

6.05 The Hospital and the Union hereby agree to the establishment of a Labour/Management Committee. The purpose of this Committee will be to discuss general issues and concerns in the workplace – including, but not limited to:

- Promoting health and safety practices
- Reviewing questions and/or suggestions from employees regarding working conditions or services (but not grievances concerning these issues)
- Other problems and/or matters of mutual interest which affect the relationship which are not properly the subject matter of grievances or negotiations

The Committee will include equal representation from both the Hospital and the Union. There shall be no more than (4) representatives from each party. The Employer shall be duly notified in writing as to the names of the Union representatives – which may include a Staff Representative. However, in certain circumstances, either party may request additional representation to be in attendance in order to address specific issues. The positions of Chairperson and Secretary shall be alternated between the parties.

The Committee shall meet on a schedule mutually agreed between the parties but not more often than once every two (2) months. Such meetings may be cancelled or rescheduled by mutual consent. The Hospital agrees to pay for time spent during regular working hours for representatives of the Union to attend such meetings.

The issues that either party wishes to include on the agenda will be exchanged in writing at least five (5) calendar days prior to the scheduled date of the meeting. Minutes of these meetings will be recorded to reflect matters referred to, and discussed by, the Committee. Such Minutes will include recommended disposition or actions necessary (if any) – unless otherwise agreed to the contrary by the parties. Copies of the minutes will be distributed to the Committee members.

This Committee shall not supersede the activities of any other committee of the Union or the Employer.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is mutually agreed that the grievances of the employees shall be adjusted as quickly as possible. Any grievance or dispute relating to the interpretation, application or administration of this Agreement or relating to any of the terms and conditions of employment, shall be dealt with in the following manner:

7.01 a) The following types of grievances are recognized under this Collective Agreement:

- 1) Employee Grievance – a grievance of an individual employee which he/she has signed together with a representative of the Union
- 2) Group Grievance – a grievance submitted by a group of employees (which they have signed together with a representative of the Union) where each employee in the group has the same grievance arising out of the same situation or incident
- 3) Policy Grievance – a grievance submitted by either party arising out of a dispute concerning the general interpretation, application or administration or alleged violation of this Collective Agreement. Union Policy grievances shall not be substituted for Employee or Group grievances.

7.02 a) Before a grievance (as defined herein) is formalized (and submitted) at Step1, the employee shall informally discuss the matter(s) giving rise to any dispute with his/her immediate Supervisor (either alone or accompanied by their Union Committeeperson) within five (5) days of the alleged occurrence of any such incident. The Supervisor will respond to the employee within three (3) days.

7.02 b) The parties mutually agree that grievances properly arising under this Collective Agreement shall be adjusted and settled as quickly as possible as follows:

7.02 c) The president of CAW Local 2458 or his appointee shall have the right to accompany any grievor or complainant to assist him/her at any stage of the grievance or arbitration procedure.

STEP 1 Failing satisfactory resolution of the issues in dispute, any employee(s), having a grievance shall (along with their Union Committeeperson) – within five (5) days of any response to the informal discussions referred to in Article 7.02 a) – present the grievance in writing to his/her Department Head. The Department Head will respond (in writing) to said grievance, within three (3) days of receipt of the grievance.

STEP 2 If the decision of the Department Head is not satisfactory, the Union – within five (5) working days of receiving their reply – may forward their written grievance to the Vice President (who is responsible for the area in question). The Vice President shall meet with the parties concerned to listen to their appeal and render a decision in writing – not later than three (3) days following the grievance meeting.

STEP 3 If the decision of the Vice President is not satisfactory, the Union – within five (5) working days of receiving their reply – may forward their written grievance to the Director of Human Resources. The Director shall meet with the parties concerned to listen to their appeal and render a decision in writing – not later than three (3) days following the grievance meeting.

STEP 4 Failing settlement at Step 3, the grievance may be referred to Arbitration. If either party chooses to pursue resolution by enlisting the services of an independent third party, such intentions must be confirmed in writing. The party seeking the assistance of an Arbitrator must notify the other party within five (5) working days after the grievance has been addressed at Step 3.

7.03 **Policy Grievance**

- (a) Where a difference arises between the Employer and the Union, concerning the interpretation, administration or violation of this Agreement or other matters that may be considered policy matters of this Agreement, the differences between the parties shall be reduced to writing by the Union Representative (or by the Vice President Employee Relations or designate, in the case of the Employer's grievance).
- (b) The difference shall be dealt with at a meeting of representatives of the Employer and the Union, and such meeting shall be deemed to be Step 2 of the Grievance Procedure.
- (c) Failing satisfactory settlement of such grievances, it is understood that same may be carried through the balance of the Grievance Procedure including steps of Arbitration for final binding settlement upon the parties.

7.04 Grievances and replies to grievances shall be in writing at all times.

7.05 Failure on the part of the grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

7.06 Any time limits referred to in this Article shall be calculated exclusive of Saturdays, Sundays or Statutory Holidays and, for the aggrieved employee, the appropriate Department Head, Director and/or Vice President – their days off. Such time limits may be extended by written mutual agreement between the Employer and the Union.

ARTICLE 8 - ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, the party requesting arbitration shall notify the other party of its desire to arbitrate the difference or allegation. **The parties agree that all unresolved grievances will proceed by way of a sole arbitrator except that the parties have the right to proceed by way of Board of Arbitration if by mutual agreement.**

Where arbitration is by sole arbitrator, the parties agree to provide for a

mechanism for the selection of a single arbitrator through the exchange of a list of names of three suggested arbitrators and any failure to agree from that list will result in a referral to the Ministry of Labour for appointment.

Where arbitration proceeds by way of a Board of Arbitration, sections 8.02 and 8.03 apply.

8.02 The recipient of the notice shall within five (5) days of the receipt of same, notify the other party of the name of its appointee to the Arbitration Board.

8.03 The two (2) appointees shall, within five (5) days of the appointment of the latter, appoint a third person to act as Chairperson. If the two appointees fail to agree upon a Chairperson within the said five (5) days or if the recipient of the notice fails to appoint an arbitrator within the time limit, the appointments shall be made by the Minister of Labour for Ontario upon the request of either party.

8.04 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

8.05 The **Sole Arbitrator or** Arbitration Board shall hear and determine difference or allegation and shall issue a decision and the decision of the **Sole Arbitrator or** the majority of **the Arbitration Board** shall be final and binding upon the parties and any employees affected by it. If there is no majority, the decision of the Chairperson shall govern.

8.06 The **Sole Arbitrator or** Arbitration Board shall make such decisions as it may in the circumstances deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance then before it.

8.07 The **Sole Arbitrator or** Arbitration Board shall not be authorized to alter, modify or amend any provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to make any decision inconsistent with the terms and provisions of this Agreement.

8.08 Nothing herein shall be interpreted or construed to prevent the **Sole Arbitrator or** Arbitration Board from ordering reinstatement in employment with full or partial pay lost by an employee who has been dismissed or suspended.

8.09 **Each party shall share equally the expense of the Sole Arbitrator. In the event that an Arbitration Board is used,** each party shall bear the expense of its appointee and the expense of the Chairperson shall be shared equally by both parties.

8.10 Any time limits referred to in this Article shall be calculated exclusive of Saturdays, Sundays or Statutory Holidays and, for the aggrieved employee, the appropriate Department Head, Director and/or Vice President – their days off. Such time limits may be extended by written mutual agreement between the Employer and the Union.

ARTICLE 9 - DISCHARGE AND SUSPENSION CASES

9.01 (a) The Employer shall not discharge or suspend an employee who has completed his or her probationary period without just cause. The Employer shall direct a letter to the employee concerned stating its reason for any discharge or suspension. Any claim of wrongful discharge may be submitted to the grievance and arbitration procedure within five (5) days from the date of discharge and dealt with as herein provided. Step 1 of the Grievance Procedure will be omitted in such cases.

(b) Any newly hired employees covered by this Collective Agreement, shall be considered on probation and shall not have any seniority rights. A probationary employee may be terminated by the Employer should the Employer determine that the probationary employee failed to fulfill the requirements of his/her position in a satisfactory manner. Such a determination by the Employer shall constitute just cause for the termination of a probationary employee.

(c) Whenever the Employer deems it necessary to give an employee a warning which is to become part of the employee's employment record, such warning shall be given to the employee in writing with a copy to the Union and shall be discussed with the employee personally and privately. However the employee shall have the right to request the assistance of a committee member of the Union.

9.02 Warnings, disciplinary and suspension notices shall be removed from an employee's file providing the employee has been disciplinary free for a period of eighteen (18) months.

9.02 a) There shall continue to be one (1) personal file for each employee maintained in the Human Resource Department of the Hospital. Any employee who wishes to review their personal file may do so (with reasonable advance notice) at a time mutually acceptable to the Hospital and the Employee. A representative of the Union may accompany the employee if she so desires. Whenever any employee requests access to their personal file, such inspection will take place in the Human Resource Department in the presence of a representative of Human Resources.

ARTICLE 10 - SENIORITY

10.01 (a) Seniority rights of full-time employees shall be established after a probationary period of sixty (60) working days of employment, and shall commence from the time any such employee first entered the last employment of the Employer.

(b) Seniority rights of employees regularly employed on a schedule of fifteen (15) or more hours but less than thirty-seven and one-half (37-1/2) hours per week shall be established after a probationary period of four hundred and fifty (450) working hours of employment within a consecutive six (6) month period and their seniority shall include hours worked during their probationary period.

(c) Seniority shall accumulate on the basis of paid hours. Effective February 18, 1997, full-time Metropolitan Campus employees will be credited with 1,950 hours of seniority for each year (or part thereof) of accrued seniority. Thereafter, all full-time employees will continue to accrue seniority on the basis of paid hours to a maximum of 1,950 within a calendar year except for periods of absence where seniority does not accrue.

No employee shall be credited with more than 1,950 hours of seniority in a twelve (12) month period.

(d) It is understood that casual and/or temporary employees will not accumulate seniority. In the event a casual and/or temporary employee is employed by the Employer as a regular part-time or full-time employee and completes their probationary period as a regular employee in accordance with Article 10.01, all hours worked as a casual and/or temporary employee, except for periods that precede a break in working actual hours for the Employer of six (6)

months or more, will then count as time worked for establishing seniority.

10.02 "Continuous service" as it appears in this Agreement is defined as length of continuous employment with the Employer since the last date of hire, less any periods provided for in this Agreement during which service does not accrue.

10.03 **Layoff and Recall**

- (a) Whenever the work force within departments of the Employer having employees covered by this collective agreement is to be reduced, probationary employees shall be laid off first and if more layoffs are implemented, the following procedure shall apply:
- (i) One seniority list per department shall be prepared and maintained which will show each employee's last date of hire and also the employee's accumulated seniority. The accumulated seniority on such list shall determine the order of layoff, the employee with the least accumulated seniority being the first to be laid off.
 - (ii) If there is to be a reduction of work force in a sub unit, the employee with the least accumulated seniority in that sub unit shall be the first to be laid off. Provided, however, that the employee with the least seniority in the sub unit affected may displace an employee in another sub unit who has less seniority if the more senior employee is qualified, able and willing to perform the work performed by the more junior employee. It is understood that if the more senior employee is qualified to perform the work, he or she will be allowed a reasonable period of orientation to acquire the necessary ability and efficiency. In the event of a layoff of a Registered Technologist in Diagnostic Imaging, the least senior Registered Technologist will be subject to layoff regardless of whether or not such employee is assigned to C.T.
 - (iii) In each of the E.E.G. and E.K.G. departments, the employee's accumulated seniority shall determine the order of layoff. The employee with the least accumulated seniority will be the first to be laid off.
 - (iv) No full-time employee within the bargaining unit shall be laid off by

reason of his/her full-time duties being assigned to one (1) or more part-time employees.

- (v) In all cases with respect to the layoff procedure contained herein, a part-time employee will not be entitled to displace a full-time employee.
- (b) In returning to work, the last employee laid off within the department (or sub unit) shall be the first employee to be recalled providing they have the qualifications and abilities required to perform the job.

10.04 The Employer agrees to supply seniority lists of all employees within each of the departments covered by this Agreement, and to post said lists every six (6) months, namely on the 15th of January and July in each year, where they will be accessible to the members of the Union. Copies of these seniority lists shall be mailed to the Union office on such dates or soon thereafter.

10.05 Said seniority lists, in the case of all employees, shall contain the names of all employees within the bargaining unit who are regularly employed on a schedule of not less than fifteen (15) hours per week. Such lists shall include the employee's name, date of hire, accumulated seniority hours, and the classification of each employee.

10.06 A technologist presently in the bargaining unit represented by the Union, who elects to transfer to a Non-Union position within the same department with the Hospital, outside of the bargaining unit, shall maintain her seniority earned while a member of the bargaining unit, and shall also be credited with full seniority acquired during the time she was employed outside of the bargaining unit providing such position outside the bargaining unit does not extend for a period of time in excess of six (6) calendar months in the non-bargaining unit position.

10.07 **New Employees**

No new employees will be hired until all laid off qualified seniority employees have been given an opportunity of re-employment (recalled).

10.08 Notices of layoffs shall be in accordance with the statutory provisions of the Employment Standards Act of the Province of Ontario.

10.09 **Breaking Tie**

Should two (2) employees have the same number of hours for seniority

purposes and it becomes necessary to break the tie, the employee who was employed first shall be considered senior.

10.10 Subject to the provisions of this Collective Agreement, the seniority and employment of an employee shall terminate if:

- (a) the employee quits **or retires**;
- (b) the employee is discharged for just cause and not reinstated pursuant to the grievance procedure herein defined;
- (c) the employee fails to report for work upon termination of a leave of absence, **vacation, suspension, or specified recall date** without justifiable reason.
- (d) when notified by the Employer to return to work after a layoff, the employee fails to inform the Employer of his intent to return to work within three (3) **working days exclusive of Saturdays, Sundays and holidays** and/or report for duty within seven (7) **working days exclusive of Saturdays, Sundays and holidays** of original notification by registered mail at their last known address as appearing on the Employer's records;
- (e) the employee is absent due to illness or injury for a period in excess of thirty (30) months;
- (f) the employee is absent due to illness or injury compensable under the Worker's Compensation Act for a period in excess of thirty (30) months;
- (g) the employee is laid off in excess of twenty-four (24) months.
- (h) if the employee, as a condition of employment, within the first year of employment fails to pass professional society exams which lead to professional registration or certification requirements.

10.11 It is understood that seniority shall continue to accrue during periods of unbroken employment including:

- (i) approved leave of absence without pay;
- (ii) a period of eighteen (18) months from the commencement of an

absence due to a compensable injury and the employee is receiving Worker's Compensation;

- (iii) a period of twelve (12) months from commencement of an absence due to a non-compensable injury, illness or layoff;
- (iv) period of suspension;
- (v) pregnancy leave of absence for a period of seventeen (17) weeks;
- (vi) parental leave of absence for a period of eighteen (18) weeks.

10.12 For the purposes of calculating seniority accrual for regular part-time employees for the periods above, seniority shall be pro-rated using the hours worked during the twenty (20) week period prior to the commencement of the provisions provided for in 10.11 above.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 (a) The Employer may, in its discretion, grant leave of absence without pay to any employee for legitimate personal reasons. Employees who are absent resulting from such leave of absence shall not be considered to be laid off and their seniority (but not their vacation entitlement or sick leave entitlement or other benefits hereunder) shall continue to accumulate during such absence.
- (b) Provided however, that in the event that an employee is granted leave of absence without pay (except for sick leave pay or Workers Compensation benefits) due to personal illness or injury, the Employer shall continue to pay its proportionate share of such employee's Ontario Health Insurance Plan premium and Ontario Hospital Association Group Life Insurance premium for the balance of the month in which such leave of absence commences and for the month following but no longer, and such employee's vacation benefits shall continue to accrue for the balance of the month at which such leave of absence commences and for the month following, but no longer.
- (c) An employee's request for leave of absence for legitimate personal reasons shall be made in writing, not less than fifteen (15) days in advance of commencement of such requested leave of absence and shall specify the

reason. This provision for advance notice may be waived by the Employer in cases of emergency. The granting of an employee's request for leave of absence shall not be unreasonably withheld.

11.02 **Leave for Union Business**

- (a) Union business shall be considered good cause for leave of absence and an employee elected or selected to attend conventions, seminars, education classes shall be granted leave of absence. Such absence shall not be longer than a one (1) week period and will not be requested on more than two (2) occasions in any one calendar year. The Union agrees that the Employer will be given as much advance notice as practical in the circumstances.
- (b) Leave for other Union business shall be granted to an employee provided the Union gives the Employer three (3) weeks notice whenever possible. It is understood that the total leave granted under this Article will not exceed twenty (20) days in each calendar year.
- (c) For an unpaid leave for Union business, the Hospital will pay the employee's wages, benefits, etc. and invoice the Union for same.

11.03 **Pregnancy Leave**

- (a) Employees covered by this Collective Agreement are entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act of Ontario.

To be eligible for leave of absence due to pregnancy, an employee must have:

- (i) been in the continuous service of the Employer for not less than thirteen (13) weeks prior to the commencement of the leave of absence.
- (ii) given the Employer two (2) months written notice (unless such notice cannot be given due to unexpected circumstances) in advance of the date of commencement of such leave and the expected return to work date.

The employee shall reconfirm her intention to return to work on the date originally approved in sub-section (a) above by written notification received by the Hospital at least two (2) months in advance thereof.

- (b) The Hospital may request to commence pregnancy leave at such time as the

duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

(c) Supplemental Unemployment Benefit (SUB) Plan

An employee who is on Pregnancy Leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit. That benefit will be the equivalent to the difference between **eighty percent (80%)** of her weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees' regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normally weekly hours.

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

For regular part-time employees, their regular weekly earnings shall be calculated using the last twenty (20) weeks of insurable employment prior to the commencement of such leave.

- d) Subject to this Collective Agreement an employee may receive pregnancy leave benefits in addition to those found in clause 11:03 (a).
- e) Seniority (as defined by this Collective Agreement) shall accrue during the period of pregnancy leave.

- f) Continuous service for all purposes shall be maintained as at the date of commencement of pregnancy leave.
- g) Upon return to work after pregnancy leave, the employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be subject to the lay-off provisions of Article 10. In such cases, the layoff shall be deemed to take place on the first day after the termination of pregnancy leave.

11.04 **Parental Leave**

- (a) Employees covered by this Collective Agreement are entitled to parental leave in accordance with the provisions of the Employment Standards Act of Ontario.
- (b) An employee who has taken a pregnancy leave in accordance with clause 11:03 is eligible for parental leave in accordance with the Employment Standards Act of Ontario.
- (c) An employee who is a natural father or is an adoptive parent is eligible for a parental leave. The employee shall give as much written notification as possible at least two (2) months in advance of the commencement of the leave and include the expected date of return.

In the case of adoption, an employee may extend the parental leave of absence without pay for a period of time taking into consideration the requirements of any adoption agency up to a maximum of six (6) months. Such employee shall advise the Department Manager as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld.

The employee shall be re-instated when the leave ends to the position the employee most recently held unless the position has been discontinued in which case she shall fall subject to the lay-off provisions provided for in Article

10.03. In such instances, the layoff shall be deemed to take place on the first day after the termination of parental leave.

- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement and who is in receipt of Unemployment Insurance Parental Benefits pursuant to Section 30 of the Unemployment Insurance Act 1971, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between **eighty percent (80%)** of her weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

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

- (e) For regular part-time employees, their regular weekly earnings shall be calculated using the last twenty (20) weeks of insurable employment prior to the commencement of such leave.
- (f) Subject to this Collective Agreement an employee may receive parental leave benefits in addition to those provided in clause 11:04 (a) and 11:04 (b).
- (g) Seniority (as defined by this Collective Agreement) shall accrue during the period of parental leave.
- (h) Continuous service for all purposes shall be maintained as at the date of

commencement of parental leave.

11.05 It is understood that during any leave provided for in 11.03 and 11.04 seniority shall continue to accrue and the employee's participation in the health care benefits, as per Article 16, will be continued. However, credit for service for the purposes of salary increments and vacation entitlements shall be suspended during such leave. Such employees would retain their established vacation entitlement, however, vacation pay would be proportional to hours worked in the vacation year.

For regular part-time employees, their seniority during the period of such leave shall be calculated using the average hours of work for the last twenty (20) weeks of insurable employment prior to the commencement of the leave.

11.06 **Compassionate Leave**

- (a) In the event of the death of an employee's immediate family, e.g. husband, wife, child, father, mother, sister, brother, mother-in-law, father-in-law, grandparents, **spouse's grandparent**, brother-in-law, sister-in-law, and grandchild, the Hospital, at the request of the employee, will grant a bereavement leave of absence for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of his immediate family.
- (b) In order to qualify for the foregoing compassionate leave, employees must supply proof by way of doctor's certificate or newspaper clipping, if required.
- (c) In the event of a death in the immediate family outside of the North American Continent, the employee will be entitled to three (3) days' leave of absence with three (3) days' pay if the employee travels to the country where the death occurred within two (2) weeks of that death. In the event that the employee does not travel to the country where the death occurred within the two (2) week period following death, then at the employee's request, the Employer will grant a one (1) day leave with pay for the day following notification of the death.
- (d) **In the event of the death of an employee's aunt, uncle, niece or nephew,**

the Hospital, at the request of the employee, grant a bereavement leave of absence for one (1) scheduled work day off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing one (1) day prior to the day of the funeral of the employee's aunt, uncle, niece, or nephew.

11.07 **Leave for Jury Duty**

Employees who are called to **attend jury selection proceedings**, serve as jurors or subpoenaed as witnesses in criminal or civil courts shall be granted leave of absence for such purposes without loss of any rights within this Agreement and shall not be required to work on the day of such duty. Normal pay will continue to be issued on the usual pay dates. At the conclusion of **his/her** duty, the employee shall obtain a certificate from the Court showing the period of **his/her** jury or witness service. **Such certificate shall be provided to the Hospital's Payroll Department with the full amount of the compensation to confirm the full amount of compensation received (but not including any payment for meals and/or travelling expenses).**

11.08 **Leave of Absence - Vacation Credits**

Vacation credits will accrue during leave of absence without pay, on Union Business.

11.09 **Educational Leave**

The Hospital may in its discretion grant a leave of absence with or without pay to employees covered by this Agreement for the purpose of attending conventions, seminars, educational programs or professional meetings. Such a leave of absence shall be applied for in writing by the employee to the Department Head or assigned delegate at least three (3) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time required and the purpose of the leave.

In the event the Hospital requires an employee to attend a convention, seminar, educational program or professional meeting, the Hospital agrees to pay any such employees their salary while in attendance and related expenses incurred in accordance with Hospital practice.

11.10 **Pre-Paid Leave Plan**

Effective May 1, 1989, the Hospital agreed to a pre-paid leave program,

funded solely by the employee, subject to the following terms and conditions:

- (a) The Plan is available to employees of the bargaining unit wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the appropriate Department Head at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees in the bargaining unit that may be absent at any one time will be limited to one (1) per department. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve month period as may be agreed upon by the employee, the Union and the Hospital.
- (d) Written applications will be reviewed by the appropriate Divisional Vice President, or his designate. Leaves requested for the purpose of pursuing further formal technician education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained

but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months notice is given the Department Head. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) a statement that the employee is entering the pre-paid leave program in accordance with Article 11.10 of the Collective Agreement;
 - (ii) the period of salary deferral and the leave period for which the leave is requested;

(iii) the manner in which the deferred salary is to be held.

The letter of application from the employee to the appropriate Department Head to enter the prepaid leave program will be appended to and form part of the written agreement.

11.11 During periods of absence granted in accordance with the provisions defined herein, the employee shall use the time only for the reason(s) specified when requesting any such leave. Failure to comply with this provision will be just cause for disciplinary action to be taken.

ARTICLE 12 - NOTICES

12.01 The Employer agrees to provide space on four (4) bulletin boards for posting notices of Union activities. One of such bulletin boards shall be in each Radiology Department and one in each Medical Laboratory. Such notices shall be first submitted to the Vice President Employee Relations (or his designate) for approval.

12.02 Job postings and other Union-related Hospital notices shall be posted at both campuses.

ARTICLE 13 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

13.01 It is agreed that the normal and recognized tour of duty shall be composed of seven and one-half (7-1/2) consecutive hours per day and one-half (1/2) hour lunch period. The normal and recognized tour of duty shall be composed of seventy-five (75) hours (exclusive of one-half [1/2] hour daily lunch periods) in a two-week pay period. An employee will not be scheduled to work more than six (6) consecutive days unless at the employee's request or with the employee's consent.

13.01 a) Assignments of shifts for employees in the Medical Laboratory shall be on a choice basis in accordance with seniority.

13.01 b) The Chairperson of the Union Committee shall be assigned duties on the day shift only.

13.02 Nothing contained in this Agreement shall be construed as being a guarantee of any number of hours of work per day or days per week.

13.03 The Employer will make every reasonable effort (which shall not include

creating overtime opportunities) to give full time employees in the bargaining unit two (2) weekends off in every three (3) and in any event, will guarantee one (1) weekend off in every two (2). The Employer will guarantee part-time employees in the bargaining unit, one (1) weekend off in every three (3).

13.04 **Rest Periods**

There shall be a 15-minute rest period during each half of a full shift worked, at times designated by the Employer. An occasional loss of a rest period due to an emergency or circumstances beyond the control of the Employer will not entitle any employee to equivalent time off or remuneration for the rest period lost.

13.05 The hours and days of work of each employee shall be posted two (2) weeks in advance and shall cover not less than a six (6) week period. Requests for specific days off are to be submitted in writing at least one (1) week in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off.

In any event, it is understood that any change in schedule initiated by the employee and approved by the Employer shall not result in overtime compensation or payment. There shall be no change to such schedule after being posted unless by mutual agreement of the Employer and the employee or employees affected by such change except in the event of an emergency or for reasons beyond the control of the Employer.

Should the Employer contemplate any changes in the employee work schedules and/or standby assignments, the Employer agrees to discuss such changes with the Union prior to implementation.

13.06 **Minimum Hours Between Shifts**

A period of at least sixteen (16) consecutive hours shall be scheduled between tours of duty (exclusive of time worked as the result of call-in while on standby duty).

Failure to provide at least sixteen (16) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such normal rest period.

13.07 **Call-In Pay**

Employees who report for work which they are scheduled or called in (while not on standby) shall be paid a minimum of four (4) hours time at regular rates of pay.

13.08 **Overtime**

The Employer agrees that all overtime opportunities shall be offered to bargaining unit employees on a rotational and equitable basis – except where continuity of work is involved. When the six (6) week schedule is posted, the overtime record (for the full time employees in the Department) of the previous six (6) week schedule shall be posted and include the extra full shifts worked over this period..

13.08 a) If an employee is required to work in excess of seven and one-half (7-1/2) hours per day or seventy-five (75) hours in a bi-weekly pay period (exclusive of a one-half [1/2] hour daily lunch period), she shall be paid at time and one-half (1 ½ x's) her basic straight time hourly rate

13.09 Any authorized time worked by an employee on her scheduled time off will be paid for at the rate of time and one-half the employee's basic straight time hourly rate of pay with a minimum equivalent to three (3) hours pay at the employee's straight time rate.

13.10 **Stand-By Pay**

- (a) An employee who is required to remain available for duty on stand-by at any time outside the scheduled working hours of that employee shall, effective upon ratification, receive the amount of **Two Dollars and Ninety Cents (\$2.90)** for each hour of stand-by and where stand-by occurs on a paid holiday, the rate shall be **Three Dollars and Forty Cents (\$3.40)** per hour. This payment shall cease during the time an employee is called back to work.

However, an employee shall be entitled to a minimum of Five Dollars (\$5.00) for each eight hour period on stand-by even if called back to work.

The Employer will provide a pager for the Technologist in Radiology who is on stand-by duty.

- (b) If called to work while on stand-by, an employee shall be paid time and one-half for all time on duty or for four hours at straight time, whichever is the greater, and transportation to and from her place of residence will be paid for

by the Employer at the rate of Thirty-Five Cents (\$0.35) per mile with a maximum of 40 miles round trip and with a minimum of Two Dollars (\$2.00) for each call-in while on stand-by.

- (c) An employee on stand-by who requires information or instructions concerning procedures required to be performed, will be expected to obtain such information by telephone from the Department Head or Supervisor or the Radiologist or Pathologist, whichever is applicable.
- (d) An employee who is scheduled off on vacation or on sick leave will not be required to be on stand-by during that period of vacation or sick leave, including any weekend either before or after the vacation period that were not scheduled. In the case of an employee on vacation, the employee on vacation can at each such employee's option accept stand-by duty (at standard rates) for the weekends before or after such vacation.

In the event of an emergency situation where additional staff were not scheduled, or not on stand-by, the Employer agrees to pay one and one-half (1-1/2) her regular straight time rate of pay for hours worked or three (3) hours at straight time whichever is greater.

13.11 **Responsibility Pay**

If a Registered Technologist is required to perform the duties of a Charge Technologist or Supervisor for a period in excess of four (4) consecutive hours at any time, she shall be paid an additional allowance of \$4.50 per shift for each shift worked in the capacity of Charge Technologist or Supervisor position.

13.12 The Employer agrees that no work regularly performed by members of the bargaining unit will be denied to any such members due to the use of supervisory personnel.

13.13 **Termination of Employment**

Employees covered by this Agreement shall give to the Employer not less than two (2) calendar weeks' notice of intention to resign. If an employee fails to give such notice, his vacation shall be calculated and paid in accordance with the requirements of the Employment Standards Act of Ontario then in effect. This penalty shall not apply if such failure to give notice is beyond the control of the employee.

13.14 **Uniforms**

The Employer agrees to provide Lab coats to employees in the Bargaining Unit at the Employer's cost. These garments will be replaced by the Employer at its expense when no longer suitable for use.

13.15 **Time Change**

With the changeover to Daylight Savings Time – or Eastern Standard Time – in any year, will be paid for all hours worked (at their straight time hourly rate) when the changeover occurs.

ARTICLE 14 - PAID HOLIDAYS

14.01 The Employer will grant to all full-time employees after completion of their probationary period, pay for the following holidays, namely:

- | | | |
|-------------------|---------------------|---|
| 1. New Year's Day | 6. Labour Day | 11. Second Monday in February (or Heritage Day when proclaimed) |
| 2. Good Friday | 7. Thanksgiving Day | 12. Second Monday in June |
| 3. Victoria Day | 8. Remembrance Day | |
| 4. Canada Day | 9. Christmas Day | |
| 5. Civic Holiday | 10. Boxing Day | |

14.02 To qualify for such holiday pay, the employee must have worked her last scheduled work day immediately prior to such holiday and must work her next normal scheduled work day immediately following such holiday. Provided, however, that if the employee is absent because of illness or injury, the employee will still qualify for any holiday which occurs while the employee is being paid sick leave pay.

14.03 a) On January 1st of each calendar year, a list of all employees in the Department will be posted beginning with the most senior employee.

i) Prior to the first Paid Holiday (defined by this Collective Agreement), the Employer shall post (within each Department) a list seeking volunteers to work the Paid Holiday. Any employee interested in working any or all of these days will be required to indicate their preference(s) by signing this volunteer list.

ii) In the event that there are more employees interested in working (this Paid Holiday) than those required to ensure the efficient operation of the Hospital, the

opportunity to work will be offered to those interested employees on the basis of seniority (i.e. the employee(s) with the most seniority will be afforded the first opportunity to work) – provided that they have the qualifications and ability required to perform the job.

iii) In the event that insufficient staff has volunteered to work (on this Paid Holiday), to maintain the quality of patient care and the efficient operation of the Hospital, the Hospital shall have the right to schedule the employees with the least seniority to work as required.

b) The process outlined above shall continue throughout the calendar year to ensure that opportunities and/or obligations are rotated through all employees on an equitable basis. However, on the second and subsequent holidays, those who volunteer but have not yet had an opportunity to work will be given preference over those who have worked – regardless of their seniority. In the event that an employee has not volunteered to work (or has worked fewer Paid Holidays than others who have volunteered to work); they will be scheduled to work the Paid Holiday (regardless of their seniority) but only if there are insufficient numbers of staff who have volunteered to work.

14.04 Part-time employees shall be paid at the rate of time and one-half (1-1/2) the employee's basic straight time hourly rate of pay for work performed on the above holidays.

14.05 Probationary employees who work on any of the above holidays shall be paid for work performed on any such days on the same basis as employees who have completed their probationary period.

Holidays Falling on a Weekend

14.06 (a) When any of the above Holidays fall on a Saturday or Sunday, and should any other day not be observed as the effective Paid Holiday (by statute) – a day off with pay (for all employees who are normally scheduled to work Monday through Friday) shall be designated to fall within the previous week or the following week on a day contiguous to the weekend.

(b) When any of the above Holidays fall on a Saturday or Sunday and should any other day not be observed as the effective Paid Holiday (by statute)—premium

payments (as defined by this agreement) will apply on the actual day of the Paid Holiday itself, rather than the day designated as the effective Paid Holiday.

14.07 **Employees On Call or Scheduled Christmas/Boxing Day and New Year's Day**

The employee scheduled or on call for Christmas/Boxing Day and New Year's Day will be the junior employee in the bargaining unit at that time. Once the junior employee has worked (or been on call) on Christmas/Boxing Day or New Year's Day in one year, his or her name will then go to the top of the seniority list kept for that purpose and the following year, the next junior employee will be scheduled or on call New Year's Day and/or Christmas Day/Boxing Day and continuing on that basis from year to year. The Parties have agreed however, that the junior employee will only be scheduled on call on those days if he or she has completed the probationary period and is capable of performing the procedures required. It is agreed that the above provisions will apply to both the Radiology Department and the Medical Laboratory.

ARTICLE 15 - VACATIONS

15.01 For the purposes of this Article, "Non-R.T. Group" shall be deemed to include Laboratory Assistants and EKG Technicians, and all other employees in the bargaining unit shall be included in the "R.T. Group".

15.02 For the purpose of calculating vacation entitlement and vacation pay, the vacation year shall be deemed to commence on May 1st of each year and to end on April 30th of the following year.

15.03 Full-time employees in the R.T. Group who have less than one year of continuous service as of April 30th of any year, shall be entitled to a vacation calculated as follows:

3 months continuous service - 4 days' vacation with pay
 4 months continuous service - 5 days' vacation with pay
 5 months continuous service - 6 days' vacation with pay
 6 months continuous service - 7 days' vacation with pay
 7 months continuous service - 8 days' vacation with pay
 8 months continuous service - 10 days' vacation with pay
 9 months continuous service - 11 days' vacation with pay
 10 months continuous service - 12 days' vacation with pay
 11 months continuous service - 13 days' vacation with pay

15.04 Full-time employees in the R.T. Group who have one year of continuous

service but less than 3 years of continuous service between May 1st and September 30th in each year, shall be entitled to vacation of 3 weeks with pay at the basic straight time rate in effect as of the date on which her vacation commences.

15.05 Full-time employees in the R.T. Group who have 3 years of continuous service but less than 15 years or more of continuous service between May 1st and September 30th in each year, shall be entitled to vacation of 4 weeks with pay at the basic straight time rate in effect as of the date on which her vacation commences.

15.06 Full-time employees in the R.T. Group who have 15 years but less than 25 years of continuous service between May 1st and September 30th in each year shall be entitled to vacation of 5 weeks with pay at the basic straight time rate in effect as of the date on which her/his vacation commences.

15.07 Full-time employees in the R.T. Group who have **twenty three (23)** years or more continuous service between May 1st and September 30th in each year shall be entitled to vacation of 6 weeks with pay at the basic straight time rate in effect as of the date on which her/his vacation commences.

15.08 Full-time employees in the Non-R.T. Group who have less than one (1) year's continuous service as of April 30th of any year, shall be entitled to a vacation calculated as follows:

2 months continuous service	-	1 days' vacation with pay
3 " " " "	-	2 days' vacation with pay
4 " " " "	-	3 days' vacation with pay
5 " " " "	-	4 days' vacation with pay
6 " " " "	-	5 days' vacation with pay
7 " " " "	-	5 days' vacation with pay
8 " " " "	-	6 days' vacation with pay
9 " " " "	-	7 days' vacation with pay
10 " " " "	-	8 days' vacation with pay
11 " " " "	-	9 days' vacation with pay

15.09 Full-time employees in the Non-R.T. Group who have one year of continuous service but less than 2 years as of April 30th of any year, shall be entitled to vacation of 2 weeks with pay at the basic straight time rate in effect as of the date on which her vacation commences.

15.10 Full-time employees in the Non-R.T. Group who have 2 years of continuous service with the Employer but less than five (5) years continuous service between May 1st

and September 30th in each year, shall be entitled to a vacation of 3 weeks with pay at the basic straight time rate in effect as of the date on which her vacation commences.

15.11 Full-time employees in the Non-R.T. Group who have 5 years of continuous service with the Employer but less than 15 years of continuous service between May 1st and September 30th in each year, shall be entitled to a vacation of 4 weeks with pay at the basic straight time rate in effect as of the date on which her vacation commences.

15.12 Full-time employees in the Non-R.T. Group who have 15 years of continuous service with the Employer but less than 25 years of continuous service between May 1st and September 30th in each year shall be entitled to a vacation of five (5) weeks with pay at the basic straight time rate in effect as of the date on which her vacation commences.

15.13 Full-time employees in the Non-R.T. Group who have **twenty three (23)** years or more of continuous service with the Employer between May 1st and September 30th in each year shall be entitled to a vacation of six (6) weeks with pay at the basic straight time rate in effect as of the date on which her vacation commences.

15.14 Regular part-time employees shall be entitled to the same proportion of full-time employees' vacations as their time worked on April 30th in each year bears to full-time employment.

15.15 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. If an employee is hospitalized for non-elective treatment or surgery immediately prior to or during scheduled vacation time, the employee will be allowed to cancel that vacation and reschedule at a later date mutually agreeable to the Employer and the employee. In rescheduling, employees will not be allowed to "bump" vacation time already allotted to more junior employees.

15.15 (b) In the event that a death of an employee's family (as provided in Article 11) occurs during an employee's scheduled vacation period, the time (as provided in Article 11) – from and including the date of death, up to and including the date of the funeral – shall be considered as bereavement leave. Any day(s) of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually acceptable to the employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation schedule

approved.

15.16 For the purpose of clarity, "continuous service" as it appears in this Article shall mean unbroken employment and shall include:

- (a) approved leave of absence for up to one (1) month;
- (b) absence due to illness or non-compensable injury for the period of time the employee has sick leave credits;
- (c) scheduled days off;
- (d) vacations and paid holidays;
- (e) lay-offs not exceeding a total of three (3) months in any vacation year (May 1st to April 30th);
- (f) period of suspension

It is agreed that where any employee has a reduced vacation pay entitlement as a result of this Article, the employee will still have the option to take the full number of vacation days at a pro-rated vacation pay. It is further agreed that during the next vacation year the single day option is not available.

15.17(a) A list for entering vacation requests shall be posted **initially** on the **first Monday of March** at 0800 hours in each year and shall remain posted until the **first Friday of April**. The choice of vacation periods requested shall be based upon Department seniority and the completed schedule will be posted on or before 12 noon on the **third Friday of April** of each year. Any remaining vacation entitlement not requested prior to the **first Friday of April** will be considered on a first-come first-served basis.

15.17(b) Notwithstanding the provisions of Article 15.17(a), for vacation requests during July and August of each year, seniority shall be relied upon as the determining factor only once (for each employee). Any such request must be for a period of at least one (1) week. Thereafter, vacation requests will be considered on a "first-come, first-served" basis.

15.18 The vacation policy will include the provision to take not more than five (5) days vacation of an employee's annual entitlement in units of one (1) or more days. The

scheduling of these days is by mutual agreement. Requests to exceed the five (5) day limit will not be unreasonably denied provided such requests do not inhibit the granting of other bargaining unit members' vacation requests.

15.19 Subject to the operational demands and staffing needs necessary to maintain the quality of service delivery, it may not be possible to grant approval for all vacation requests at the time of their submission. However, such requests may subsequently be approved so long as such approval does not compromise the efficient operation of the Hospital. In such circumstances - if an LOA (Leave of Absence without pay) or, an LWP (Leave of Absence with pay) is requested, for a period during which a vacation request has been received but not approved; the employee whose vacation request was not approved will be offered an opportunity to take such vacation time prior to the granting of a Leave of Absence. In the event that the employee is not interested in taking vacation, this opportunity will next be offered to the employee requesting a Leave of Absence.

ARTICLE 16 - HEALTH CARE BENEFITS

16.01 Drug Prescription Plan

The Employer will provide full-time employees with a prepaid drug prescription plan (\$1.00 charge per prescription) sponsored by Manulife (or equivalent plan) for employee and dependents, and will pay 100% of the premium for such plan for all full-time employees subscribing therefor. The Employer will be entitled to incorporate into such drug plan Mandatory Product Selection provided, however, that there will be no generic substitution where a prescription so indicates.

The Employer will provide full-time employees with the Manulife Extended Health Care Plan with the Employer paying One Hundred per cent (100%) of the premium cost of such plan.

16.02 (a) Group Life Insurance

The Employer will continue to pay 100% of the premium cost of the Ontario Hospital Association Group Life Insurance Plan for full-time eligible employees in the Bargaining Unit. Coverage under such plan shall be in an amount equal to twice an employee's annual salary, calculated to the nearest \$500.00, unless an employee has elected to accept coverage in a reduced amount, pursuant to the option given under said Plan.

(b) **H.O.O.V.L.I.P. (or equivalent)**

The Hospital also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (H.O.O.V.L.I.P. or equivalent) available to the employees subject to the provisions of H.O.O.V.L.I.P. or equivalent at no cost to the Hospital.

16.03 **Dental Plan**

The Employer agrees to provide all full-time employees with coverage under the Manulife Plan (or equivalent) with the Employer paying Seventy-Five Per Cent (75%) of the premium charged for such plan, based upon the O.D.A. fee schedule in effect from time to time. Effective March 20, 2002 the Employer will insert an orthodontic rider to the current dental plan based on a 50% co-payment with a \$1,000.00 life-time maximum per covered employee and each dependent. **The Hospital will provide Blue Cross Rider #2 (or equivalent) complete and partial dentures and Blue Cross Rider #4 (or equivalent) crowns, bridgework and repairs to same. Blue Cross Rider #2 (or equivalent) and Blue Cross Rider #4 (or equivalent) will be provided at 50% co-insurance, with a \$1,000.00 lifetime maximum per family member.**

16.04 **Semi-Private Coverage**

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

16.05 **Vision Care Plan**

The Employer will provide full-time employees with the Manulife Vision Care Plan with the benefit of **one hundred and ninety dollars (\$190.00)** every twenty-four (24) months. The Employer will pay One Hundred per cent (100%) of the premium charged thereof.

16.06 **Audio Care Plan**

The Employer will provide full-time employees with the Manulife Audio Care Plan, paying One Hundred Per Cent (100%) of the premium charged thereof.

16.07 **Premiums Paid During Illness**

The Employer agrees to continue to pay said premiums on behalf of employees who are absent because of illness or injury for a period of four (4) months from

the date when such injury or illness occurs.

16.08 **Pension Plan**

It is agreed that full-time employees will participate and part-time employees may participate in the Hospitals of Ontario Pension Plan administered by the Ontario Hospital Association and that the Employer will pay the Employer's share of contributions thereunder and will deduct from eligible employees' wages the required proportion of his or her earnings and remit same to the said Plan. It is agreed that enrolment in such pension plan will be in accordance with the requirements of such Plan.

16.09 **Part-Time Employees Payment In Lieu Of Benefits**

- (a) Effective on ratification, a part-time employee shall receive in lieu of all fringe benefits, including holiday pay, (being those benefits to an employee paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, shift premium, weekend premium, call-back pay, court attendance, bereavement pay, pay for work performed on a holiday per 14.05, and reporting pay) an amount added to the employee's daily tour rate equal to fourteen per cent (14%) thereof in lieu of fringe benefits and twelve per cent (12%) for part-time employees enrolled in the Pension Plan.

- (b) It is recognized that the regular part-time employees are not eligible for membership in the Hospitals of Ontario Group Life Insurance Plan.

16.10 **Substitution of Carrier**

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

16.11 The short term sick leave plan shall be registered with the Unemployment Insurance Commission (U.I.C.). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of benefits contained in this Agreement.

ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

17.01 With effect from May 1, 1989, the Hospital will assume total responsibility for providing and funding a short term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP or an equivalent plan). The Employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the Disability Program, employees on the payroll as of the effective date of the transfer with three (3) months or more service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the Disability Program, employees on the active payroll as of the effective date of transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

17.02 Effective the day prior to the transfer, the existing sick leave plan shall be terminated and any provisions relating to such plan shall be null and void under the agreement except as those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits (to a maximum of one hundred and fifty [150] days) for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick bank" shall be utilized to:

- (a) Supplement payment for sick leave days under the new program which would otherwise be at less than full wages, and
- (b) Upon termination, an employee with the following years of continuous service, shall be paid a cash settlement based on the wage rate at the date of severance for the unused portion of sick bank, on the following basis:

Two (2) years seniority - twenty-five per cent (25%) of her accumulated sick leave bank;

Three (3) years seniority - thirty-three per cent (33%) of her accumulated sick leave bank;

Four (4) years seniority - forty per cent (40%) of her accumulated sick leave bank;

Five (5) years seniority - fifty per cent (50% of her accumulated sick leave bank.

- (c) The estate of an eligible employee, who dies while in the employ of the Employer and who has at least (2) continuous years of seniority, shall be entitled to receive the balance of his or her unused sick leave bank as provided in Article 17.02 (b) above.

17.03 A record of an employee's unused sick leave bank will be kept by the Employer. All eligible employees shall be advised once a year by March 31st of the amount of sick leave bank remaining to their entitlement as of the previous year end.

17.04 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent periods of absence in any calendar year.

17.05 **Notice of Absence**

In order to provide adequate staffing in all departments, based on work to be performed, it is a condition of employment to observe the following rules and regulations with respect to absence from scheduled work time:

- (a) Absence must be reported at least one (1) hour prior to scheduled reporting time on the day shift and four (4) hours prior to scheduled reporting time on the afternoon and midnight shifts.
- (b) Before returning to work, the employee must notify the Employer as soon as possible, but a minimum of one (1) hour prior to scheduled reporting time on the day shift and four (4) hours prior to scheduled reporting time on the afternoon and midnight shift is required.

17.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be

refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

17.07 Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who, as of the date of this award has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by The Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by The Workers' Compensation Board for loss of wages to the employee by such amount that the award of The Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal One Hundred Per Cent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

ARTICLE 18 - SALARY RATES AND PREMIUMS

18.01 Schedule "A" to this agreement sets out the salary rates and classifications for all employees covered by this agreement with effect from the dates set out therein. It is mutually agreed that all employees covered by this agreement will be paid in accordance with the terms of such schedule and the contents thereof shall constitute a part of this agreement.

Employees shall advance on the wage grid - Schedule "A" - on the following basis:

Full-time employees after the completion of 1,950 paid hours but not less than the completion of one (1) calendar year from the date of the last increment adjustment (or hire date).

Part-time employees after the completion of 1,650 paid hours but not earlier than the completion of one (1) calendar year from the date of the last increment adjustment (or hire date).

When a new position appropriately covered by this Agreement is established, notification of the position and the job description will be furnished to the Union and the

salary shall be negotiated between the Employer and the Union. If the parties are unable to agree, such dispute shall be submitted to arbitration. The salary shall be retroactive to the time the position was first filled.

18.01 a) **Method of Paying**

Regular pay days shall be every second Thursday during the term of this agreement.

18.02 Part-time employees within the Bargaining Unit will be paid the same proportion of the salary rates set out in Schedule "A" as their hours worked in a pay period bear to full-time employment. Such employees shall also be entitled to receive the same shift premium as are full-time employees.

18.03 **Shift Premium**

- (a) Effective upon ratification, an employee shall be paid an evening shift premium of **One Dollar and ten cents (\$1.10)** per hour for each hour worked between 1500 and 2300 hours, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.
- (b) An employee shall be paid a night shift premium of **One Dollar and Thirty-Five Cents (\$1.35)** for each hour worked between 2300 hours and 0700 hours, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.
- (c) Shift premiums provided for in this article shall not form part of the employee's straight time hourly rate.

18.04 **Weekend Premium**

Effective upon ratification, an employee shall be paid a weekend premium of **one dollar and forty-five cents (\$1.45)** per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

18.05 **Retroactivity**

Increases to the salary schedule set out in Schedule "A" hereto shall be retroactive and apply to all employees in the bargaining unit as of **April 1, 2002**. Any employees hired since that date shall be entitled to a pro rata increase from the date of their employment. The Employer shall be responsible for contacting in writing at their last known address any employees who have left its employ since **April 1, 2002** to advise them

of their entitlement to any retroactive adjustments within fifteen (15) days of the execution of this agreement and a copy of the Employer's letter shall be concurrently sent to the Union. The said employees must respond in person or in writing within thirty (30) days from the post-marked date. Thereafter the Employer shall have no liability for retroactive adjustments to these employees. Retroactive pay will be paid not later than the regular pay day for the third consecutive full pay period commencing after ratification of this agreement.

18.06 Related Experience

In determining at what annual salary increment level an employee shall commence employment, the Employer agrees to recognize related experience in similar work to that carried out in the Employer's Laboratory Department in the case of Medical Laboratory employees and to that carried out in the Employer's Radiological Department in the case of employees in that Department, on the basis of one annual increment for each two (2) years of related experience, but only if such related experience was obtained during six (6) years immediately prior to employment.

Provided, however, that if the employee has been employed in the same classification in the Laboratory in the case of Laboratory employees or in the Radiological Department in the case of employees of that Department at Windsor Regional Hospital at any time during a period of six (6) years immediately before commencing employment, the Employer agrees to recognize that experience on the basis of one (1) annual increment for each year of such experience.

For the purpose of this clause, part-time experience will be calculated on the basis of 1,725 hours worked equalling one (1) year of experience.

18.07 Educational Increments

An R.T. who has a B.Sc. in Microbiology or Biochemistry from a Canadian University and who is employed in the Microbiology or Chemistry Unit of the Employer's medical laboratory will be paid \$50.00 per month more than the salaries set out in Schedule "A" to this Agreement.

Notwithstanding the above provision, the parties have agreed that the additional \$50.00 per month in excess of normal salary grid paid to Don Cho in recognition of his B.Sc. degree, will continue while he is employed by the Hospital.

An employee who has an Advanced Registered Technologist qualification (A.R.T.) will receive a premium of \$75.00 per month more than the salaries set out in Schedule "A" to this Agreement.

ARTICLE 19 - JOB POSTING

19.01 When vacancies occur, or new jobs are created within the employment classifications referred to in this Agreement, they shall be handled in the following manner:

- (a) The Employer shall post on bulletin boards at all locations where all employees may see them, all vacancies and new jobs created within the bargaining unit, which shall remain posted for a period of seven (7) days. Employees shall have the right to make written application to fill such vacancies or new jobs and assuming that the applicants have sufficient qualifications, experience and ability to perform the work, vacancies or new jobs shall be filled from applications received on the basis of seniority.
- (b) If no applications to fill such vacancies or new jobs are received from employees, or if the applicant or applicants are not, in the opinion of the Employer, considered suitable for such vacancy or new job, then the Employer will fill such vacancy or new job in any manner it sees fit.
- (c) Any subsequent vacancies which arise from the filling of an initial vacancy within the Bargaining Unit shall be posted for a period of three (3) days.
- (d) Employees transferred on this basis will be on a trial period of thirty (30) calendar days and all seniority privileges shall transfer with them. In the event that employees revert to their previous job, they shall maintain all rights and privileges of their previous employment.
- (e) The Employer agrees to furnish the Chairperson with a copy of the Job Posting, the names of all internal applicants, and the name of the successful applicant.
- (f) The Employer agrees to give unsuccessful applicants having more seniority than the successful applicant the reasons in writing for failing to make the grade required for such jobs and vacancies.

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

19.02 **Temporary Vacancies**

In the event of a temporary full-time vacancy not expected to exceed three (3) months, the Employer shall offer the position to qualified part-time employees in order of seniority prior to filling the vacancy as it sees fit.

The Hospital agrees to post temporary full-time vacancies expected to exceed three (3) months for five (5) days and to consider applications in accordance with Article 19.01 (a). However, all subsequent vacancies shall not be posted.

The Employer agrees that pregnancy and parental leave will not be broken up for the purpose of this provision.

In the event of a part-time employee filling a temporary full-time vacancy, such employees will:

- (a) Continue to receive per cent in lieu of benefits set out in Article 16.
- (b) Shall continue to accumulate seniority during such periods.
- (c) Shall return to their former position at the conclusion of the temporary assignment.
- (d) Shall retain all rights and privileges during such periods.

ARTICLE 20 - MODIFIED WORK PROGRAM

20.01 The Employer and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Consequently, the following Modified Work Program will apply:

- (1) Once a claim is established with and approved by the Workers' Compensation Board (W.C.B.), it will be monitored by the Parties.
- (2) Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
- (3) Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker (with Union representation) and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Health and Safety Representative.
- (4) If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker.
- (5) It is understood that the Health and Safety Representative, or designate, of the Union may accompany the worker to any meetings if the injured worker so desires.
- (6) The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
- (7) The injured worker will receive full wages and benefits while on the Program.
- (8) Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

ARTICLE 21 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

21.01 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

21.02 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 on 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.

21.03 Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

ARTICLE 22 - NO STRIKES OR LOCK-OUTS

22.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in The Labour Relations Act, RSO 1970, Ch. 232, as amended.

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 a) Where the Employer has decided to introduce a technological change which will alter the status of an employee, the Employer agrees to meet with the Union prior to implementation to consider the minimizing of adverse effects upon the employees.

b) Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees

shall be given a period of training (as determined by the Employer) during which they will be afforded an opportunity to upgrade or acquire the skills necessitated by the new method of operation - with due consideration given to said employee's previous educational background, skills, abilities and qualifications. Such training will be given during regular hours of work whenever possible without any loss of wages, and the Employer agrees to cover the costs of tuition for such training.

During this period, the Employer will assess the performance and suitabilities of the employee. Should the Employer have any concerns regarding the performance, abilities or suitabilities of the employee, those will be shared with them. Where the Employer concludes that an employee cannot demonstrate the required performance or lacks the suitabilities or abilities necessary to meet the expectations of the position, then the employee will be issued a lay off notice in accordance with the provisions of Article 10.

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

24.02 As Regulated Healthcare Professionals, the practitioners within this bargaining unit recognize the importance of continuous education. Additionally, these employees appreciate that maintenance of the required competencies and certification is necessary in order to succeed in a dynamic patient care environment.

The parties agree that professional development includes, but is not limited to, such Activities as: formal academic programs, short term education sessions, certification programs, independent learning initiatives and committee participation. The parties hereby affirm their joint responsibility in, and commitment to, active participation in all areas of professional development.

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

ARTICLE 25 - GENERAL

25.01 All references to employees in this Agreement shall include both male and female and whenever one gender is used, it shall be deemed to include male and female employees.

25.02 A registered technologist is required to confirm to the Technical Director of their department or designate, that their licensure remains in CONFORMANCE with the requirements of the College as changed from time to time. Failure to provide the necessary proof may result in termination.

25.03 The Hospital undertakes to notify the Chairperson of changes to supervisory positions within the departments associated with the Collective Agreement at Windsor Regional Hospital.

ARTICLE 26 – JOB SHARING

26.01 Job sharing requests with respect to full time positions shall be made in writing and considered by the Hospital on an individual basis.

26.02 Only full time positions shall be considered for job sharing between two (2) employees (who are in the same classification and have the necessary skills, abilities and qualifications to perform the work in question).

26.03 Total hours worked by the employees in a job sharing arrangement shall equal one (1) full time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) job share partners, subject to the approval of the Employer. Should any scheduling discrepancies between the employees in a job sharing arrangement arise, the decision of the Administration shall be final.

26.04 Each of the employees in a job sharing arrangement may exchange shifts with her partner as well as with other registered technologists as provided in the Collective Agreement.

26.05 The employees involved in a job sharing arrangement will have the right to determine which partner works on scheduled paid holidays. Partners in a job sharing arrangement will only be required to work the number of paid holidays that all other full time employees with the Department are required to work. It is agreed that for the Christmas/New Year Holiday provision, it is the position that rotates and not the individual. Should any scheduling discrepancies between the employees in a job sharing arrangement arise, the decision of the Administration shall be final.

26.06 Posted schedules for the employees in a job sharing arrangement shall be based on the schedules that would apply to a full-time employee holding that same position. Such schedules shall conform with the scheduling provisions of the Collective Agreement. Either partner in a job sharing arrangement may consent (but shall not be required) to work tours outside those of the full-time position – so long as this does not compromise their obligations to the job sharing arrangement. It is understood that any such arrangement is not intended to reduce the hours of another part time employee.

26.07 The employees involved in the job sharing arrangement will be recognized as regular part-time.

26.08 Partners in a job share will receive part time vacation entitlement as outlined in this Collective Agreement and will be required to cover for each other during scheduled vacation periods. It is expected that both partners in a job sharing arrangement will cover each other's incidental illnesses and vacations. If, because of unavoidable circumstances, one cannot cover the other, the Supervisor must be notified to schedule coverage. However, the employees in a job sharing arrangement are not required to cover for their partner in the case of prolonged or extended absences as per Article 19.02 of the Collective Agreement.

26.09 Vacation, pregnancy and parental leave and other leaves pursuant to the provisions of the Collective Agreement: In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the supervisor, but it is hoped the remaining member of the position would be prepared to cover the leave of absence as much as possible. When job sharers replace each other for vacations, they shall not be counted in the registered technologists unit's established vacation quotas.

26.10 Any incumbent full-time registered technologist wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and the selection will be made on the criteria set out in the posting provisions of the Collective Agreement.

26.11 If one of the employees in a job sharing arrangement elects to leave, and the Hospital decides to continue such job sharing position, her position will be posted. If there is no successful applicant for the position, or if the Hospital decides not to continue the job sharing arrangement, the shared position must revert to a full-time position. The remaining partner will have the option of continuing the full-time position or reverting to a part-time position (if one is available) for which she is qualified. If a position is not available, such employee shall be entitled to exercise their rights under the lay-off provisions of this Agreement. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

26.12 Discontinuation:

- i) Either party may discontinue the job sharing arrangement with ninety (90) calendar days written notice of such intentions.
- ii) Upon receipt of such notice, a meeting shall be held between the parties with fifteen (15) calendar days to discuss the discontinuation.
- iii) It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

26.13 The parties will discuss any differences that arise.

26.14 In the event that two (2) full time employees enter into a job sharing arrangement, the full time position which remains vacant will be posted in accordance with the terms of the Collective Agreement.

26.15 For scheduling overtime, Holidays, and Christmas, the job share position will be deemed to have a seniority date which, reflects the average seniority of the two (2) partners.

ARTICLE 27 – OCCUPATIONAL HEALTH & SAFETY

27.01 (a) The employer 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 it's responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.**
- (c) Such committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.**
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.**
- (e) Meetings shall be held every 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 a term of one calendar year from the date of appointment, which may be renewed for further periods of one year.**
- (g) A member of the committee is entitled to one hour or such longer period of time as the committee determines is necessary to prepare for each meeting, such time as is necessary to carry out inspections and investigations in accordance with the provisions of the Occupational Health and Safety Act.**
- (h) The union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.**
- (i) At no time shall the number of employer members on the committee be greater than the number of union members on the committee.**
- (j) Two (2) co-chairpersons shall be elected by and from the members of the committee in accordance with the provisions of the Occupational Health and Safety Act. One co-chair will be a union and the other shall**

be an employer representative.

- (k) The committee shall function at all times in accordance with the Occupational Health & Safety Act as it may be amended from time to time.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 Except as otherwise stated herein, this agreement shall be deemed to have come into force on the **1st day of April, 2002** and shall remain in force until the **31st day of March 2004**, and thereafter unless either party notifies the other in writing of its desire to revise or amend or make a new agreement within ninety (90) days prior to the 31st March 2002. When such notification is given, negotiations between the parties shall commence not later than fourteen (14) days after the date of such written notification. The notification shall, as far as possible, list the subject matter of the proposed amendments or revisions.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____ 2004.

WINDSOR REGIONAL HOSPITAL

CAW

Additional inclusions in Collective Agreement:**LETTER OF UNDERSTANDING RE: VIOLENCE AGAINST WOMAN**

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

LETTER OF UNDERSTANDING RE: PAY EQUITY

The parties have agreed to develop and implement an amended pay equity plan and negotiations have commenced October 2003. The parties further agree that any adjustments made for pay equity as a result of the negotiations commencing October 2003 will have retroactivity limited back to April 1, 1998.

LETTER OF UNDERSTANDING RE: PAID EDUCATION LEAVE

The Hospital agrees to contribute a one time lump sum payment of seven hundred and fifty dollars (\$750.00) to the Union's Paid Education Leave Program, payable to the Union during April 2004.

LETTER OF UNDERSTANDING

July 7, 1997

Mr. R. Drouillard
Vice President and Business Manager
Service Employees' Union
Local 210
3935 Tecumseh Road East
Windsor, Ontario N8W 1J4

Dear Mr. Drouillard:

Further to our negotiations to renew the Collective Agreement for the R.T. Unit, the Hospital confirms that regular part-time employees in this bargaining unit who are participating in group benefit plans by paying 100% of the premiums will be allowed to continue this arrangement for the term of this Agreement.

Yours truly,

/nc

Robert F. Brown
Vice President Employee Relations

cc: C. Dickie, Vice President Finance & Administration
J. Pickard, Vice President Programs

SCHEDULE "A"

WINDSOR REGIONAL HOSPITAL
CAW LOCAL 2458 (LABORATORY AND RADIOLOGICAL UNITS)

<u>Title</u>	<u>Effective Date</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
Sr. Radiology Technologist	April 7, 2001	\$20.141	\$21.167	\$22.021	\$22.961	\$23.901	\$24.841	\$25.781	\$26.732	\$27.661	\$28.612
Sr. Laboratory Technologist	April 1, 2002	\$22.050	\$23.050	\$24.050	\$25.050	\$26.050	\$27.050	\$28.040	\$29.050	\$30.030	\$31.040
	April 1, 2003	\$23.505	\$24.571	\$25.637	\$26.703	\$27.769	\$28.835	\$29.891	\$30.967	\$32.012	\$33.089
Registered Radiology Technologist	April 7, 2001	\$19.483	\$20.464	\$21.286	\$22.171	\$23.056	\$23.952	\$24.847	\$25.754	\$26.628	\$28.035
Registered Laboratory Technologist	April 1, 2002	\$20.800	\$21.840	\$22.690	\$23.640	\$24.580	\$25.520	\$26.460	\$27.400	\$28.330	\$29.290
	April 1, 2003	\$22.173	\$23.281	\$24.188	\$25.200	\$26.202	\$27.204	\$28.206	\$29.208	\$30.200	\$31.223
Laboratory/Radiology	April 7, 2001	\$21.275	\$22.367	\$23.274	\$24.268	\$25.252	\$26.256	\$27.240	\$28.245	\$29.228	\$30.233
Charge Technologist	April 1, 2002	\$23.290	\$24.350	\$25.410	\$26.470	\$27.420	\$28.580	\$29.630	\$30.700	\$31.740	\$32.810
	April 1, 2003	\$24.827	\$25.957	\$27.087	\$28.217	\$29.230	\$30.466	\$31.586	\$32.726	\$33.835	\$34.975
Reg. Diag. Med. Sonographers	April 7, 2001	\$21.570	\$22.551	\$23.372	\$24.257	\$25.142	\$26.038	\$26.934	\$27.840	\$28.715	\$29.621
	April 1, 2002	\$22.217	\$23.228	\$24.073	\$24.985	\$25.896	\$26.819	\$27.742	\$28.675	\$29.576	\$30.510
	April 1, 2003	\$23.550	\$24.621	\$25.518	\$26.484	\$27.450	\$28.428	\$29.407	\$30.396	\$31.351	\$32.340
Registered EEG Technologist	April 7, 2001	\$20.663	\$21.567	\$22.483	\$23.398	\$24.314					
	April 1, 2002	\$21.940	\$22.770	\$23.610	\$24.440	\$25.270					
	April 1, 2003	\$22.708	\$23.567	\$24.436	\$25.295	\$26.154					
Non-Reg. EEG Technologist	April 7, 2001	\$19.224	\$19.656	\$20.108	\$20.560						
	April 1, 2002	\$19.340	\$20.050	\$20.760	\$21.470						
	April 1, 2003	\$20.017	\$20.752	\$21.487	\$22.221						
Reg. EKG Technologist	April 7, 2001	\$18.109	\$18.460	\$18.830	\$19.195						
	April 1, 2002	\$19.340	\$20.050	\$20.760	\$21.470						
	April 1, 2003	\$20.017	\$20.752	\$21.487	\$22.221						
Non-Reg. EKG Technologist	April 7, 2001	\$17.820	\$18.014	\$18.396	\$18.758						

	April 1, 2002	\$18.100	\$18.760	\$19.430	\$20.080		
	April 1, 2003	\$18.734	\$19.417	\$20.110	\$20.783		
Laboratory Assistant	April 7, 2001	\$17.622	\$17.810	\$18.010	\$18.196	\$18.384	\$18.758
	April 1, 2002	\$20.170	\$20.385	\$20.614	\$20.827	\$21.042	\$21.470
	April 1, 2003	\$20.876	\$21.099	\$21.336	\$21.556	\$21.779	\$22.222