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COLLECTIVE AGREEMENT

between

THE METROPOLITAN GENERAL HOSPITAL

and

LOCAL UNION 636 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(FULL-TIME, PART-TIME AND CASUAL)

Expires - August 31, 1992

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between

THE METROPOLITAN GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

and

LOCAL UNION 636 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(hereinafter referred to as the "Union")

ARTICLE I - PURPOSE AND RECOGNITION

- 1.01 (a) Purpose - It is the intent and purpose of the parties hereto that this Agreement shall:
- (i) protect and continue to improve the interests of the employees and the employer;
 - (ii) provide for prompt and practical adjustment of differences which may arise between employees and the employer;
 - (iii) ensure harmonious and efficient operation of the Hospital as a public service institution, intended to provide the adequate Hospital and clinical services to the general public;
 - (iv) set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties;
- (b) Recognition - The Employer recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees of The Metropolitan General Hospital at Windsor, save and except:
- (i) All Supervisors and those above the rank of Supervisor, Assistant Purchasing Agent, Environmental Control Officer, Social Workers, Director of Development,

Registered Nurses engaged in a nursing or technical capacity, Personnel Supervisor;

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

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

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

1.04 (a) "Full time employees" when referred to in this agreement, shall mean employees regularly scheduled to work thirty-seven and one-half (37 1/2) hours per week.

(b) "Part time employees" when referred to in this agreement, shall mean employees regularly scheduled to work more than twenty-four (24) hours per week, but less than thirty-seven and one-half (37 1/2) hours per week,

(c) "Casual employees" when referred to in this agreement, shall mean an employee regularly scheduled to work thirty (30) hours or less per week, subject to Article 1.05.

- 1.05 It is understood and agreed that when a casual Union employee works hours in excess of what the contract generally specifies, the basis of these hours will be investigated. If it can be shown that a casual employee or a group of casual employees is actually working excess hours only due to the approved absence of a regular full time or part time employee then those specific hours will not be counted towards a determination of whether a casual position should be designated part time or full time. In general one would have to look at all casual hours worked within a specific department to determine if there are an excess number of hours that the casuals as a group are working exclusive of hours that are normally attributable to a full time budgeted person.

ARTICLE II - UNION SECURITY AND CHECK-OFF

- 2.01 All present employees who are members of the Union, and those who subsequently choose to become members of the Union, shall maintain such membership in good standing as a condition of continued employment during the term of this Agreement.
- 2.02 All future employees upon completion of their probationary period must become and remain members in good standing of the Union as a condition of employment during the term of this Agreement.
- 2.03 All employees covered by the terms of this Agreement shall, as a condition of employment, pay monthly Union dues or the equivalent of monthly Union dues, as established by the Union in accordance with its Constitution and By-Laws, and such Union dues shall be paid through monthly check-off deductions as outlined below.
- 2.04 The Employer agrees to deduct from the first pay in each calendar month of each employee who has completed her probationary period and who is covered under the terms of this Agreement, the monthly Union dues as established by the Union from time to time. The

responsible officer of the Union shall notify the Employer in writing of the appropriate amounts of the foregoing, and any changes thereto, as they become effective.

- 2.05 The Union dues shall be deducted once a month and shall be remitted along with a listing of all employees from whom such deductions were made, to the financial secretary of the Union before the twenty-fifth (25th) day of the month following the month in which such deductions were made.
- 2.06 It is agreed that upon commencement of employment new employees shall be advised by a representative of the employer of the existence of the Union and of the conditions surrounding their employment, as contained in this Collective Agreement, and any rules that may be formulated under its terms.
- 2.07 Both parties agree that they are subject to the terms of the Hospital Labour Disputes Arbitration Act.
- 2.08 As part of the Employer's Orientation program, the Chairperson or her delegate of the Union will be invited to introduce herself and explain any matter of interest to any such new employee or employees. This meeting shall be restricted to a maximum of fifteen (15) minutes.

ARTICLE III - JOB CLASSIFICATION

- 3.01 The schedule of job classification grades in effect following the effective date of this Agreement is incorporated into this Agreement as Schedule "A" and shall remain in effect for the duration of this Agreement subject to Article 3.02 below.
- 3.02 When a new position appropriately covered by this Agreement is established, or where existing job duties are changed, the job description will be forwarded to the Union accompanied by a proposed rate based on already existing comparable classifications. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary, when agreed upon, shall be retroactive to the time the current vacancy was filled by the employee.

ARTICLE IV - CLASSIFICATION PROTECTION

- 4.01 Persons not included in the bargaining unit shall not do any work that is done by employees falling within the scope of this Agreement except in cases of emergency, or for the purpose of instructing new employees.
- 4.02 (a) Definition of technological change:
- Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which could or may result in the displacement of an employee from his/her regular job.
- (b) An employee who is rendered redundant or displaced from her job as a result of technological change, shall have an opportunity to fill any vacancy for which she has seniority and which she is able to perform and, if there is no vacancy, shall have the right to displace employees with less seniority provided she is able to perform the job within a ten (10) working day period.
- (c) Where technological changes occur, which would require some familiarization of an incumbent with the new procedures to allow them to continue in their present position the Hospital will undertake to provide a reasonable familiarization period. This reasonable period to be mutually determined prior to the implementation of the change.
- 4.03 Where employees are required by the Hospital to take courses or orientation to upgrade or acquire new employment qualifications to maintain their current job classification, the Hospital shall pay the full costs associated with the course or orientation.

ARTICLE V - MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE VI - SENIORITY

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

- 6.02 a) Probationary Period -Full Time - New employees will be considered on probation until they have accumulated sixty (60) working days in a consecutive six (6) month period of employment. Upon satisfactory completion of the probationary period, the employee's seniority will be deemed to have commenced sixty (60) working days immediately prior to the date of completion.
- b) Probationary Period -Part Time - The probationary period for a part-time employee will be continuous employment by the Employer as a part-time employee for a period of sixty (60) working days.
- c) New casual employees will be considered on probation until they have accumulated four hundred and fifty (450) working hours, equivalent to sixty (60) working days. Upon satisfactory completion of the probationary period, the employee will be credited with 450 hours seniority,
- 6.03 a) During the probationary period, an employee shall be considered as being employed on a trial basis and her employment may be terminated at the discretion of the Employer. Should the Employer in hiring a new employee deviate from the wage schedule in the Collective Agreement it will, prior to the start date of that probationary period, notify the Union with reasons for such actions.
- b) The Union shall be notified of all promotions, demotions, hirings, completion of probation, lay-offs, transfers, recalls, resignations, retirements or other terminations of employment by the tenth (10th) of the following month during which the changes occurred.
- 6.04 Seniority Rights:
- a) In cases where qualifications, relevant experience, performance and ability are relatively equal, bargaining unit-wide seniority shall be the deciding factor when decisions are

made with regard to promotions, permanent transfers and demotions, lay-offs and recall within the bargaining unit, provided, however, that in the case of lay-offs and recalls, a senior employee who exercises her seniority to displace a junior employee, must be willing and capable of performing the duties of the displaced employee within a ten (10) working day period.

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

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

- a) is discharged and not subsequently reinstated through grievance or arbitration procedures.
- b) resigns or is absent **for** two (2) consecutive scheduled working days without notifying the Employer, unless she is able to provide a satisfactory reason for her failure to notify the Employer.
- c) fails to notify the Employer of her intention to return to work from a lay-off within twenty-four (24) hours after notification to return to work, or fails to return to work within seven (7) calendar days after notification, unless a satisfactory reason is given. Official notification shall consist of a registered letter or wire to the employee's last address on record with the Employer.
- d) fails to return to work after the expiration of the term of a leave of absence, unless she is able to provide the Employer with satisfactory reason for her failure to return to work.
- e) is absent from **work** because of lay-off for a continuous period in excess of twelve (12) months.

- f) is absent because of illness or injury for more than one (1) year, except for the employee who was injured on the job and covered by the Workers' Compensation Board. In such a case, a further extension of one (1) year will be added.

6.06 Departmental seniority is defined as the length of an employee's continuous service in a recognized department of the Hospital (commencing from the date that the current period of service in that department originated).

It is understood that for full or part time employees subject to the departmental workload requirements, staffing levels and the classification of employees, the Employer will consider departmental seniority in establishing shift choice and scheduling. When a senior classification position is vacant due to days off, vacation, sick leave, etc. and is filled on a temporary basis in the Admitting Department, departmental seniority, ability and experience will be considered in filling such vacancy. However, total departmental seniority will equal hospital wide seniority if through lay-off, an employee exercises seniority rights and goes back to her previous department.

6.07 Lay-Off/Recall Full-Time. Part-Time, Casual

A) Notice of Lay-Off:

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

- 1) provide the Union with no less than thirty (30) calendar days of notice of such lay-off, and
- 2) meet with the Union to review the following:
 - i) the reason causing the lay-off;
 - ii) the service the Hospital will undertake after the lay-off;
 - iii) the method of implementation including the areas of cut-back and employees to be laid off.

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

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Agreement. Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act.

B) Lay-off and Recall

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

The Employer agrees that before any casual lay-off occurs it shall meet with the Union Committee for the purpose of agreeing on implementation of the lay-off. Employees shall be recalled in reverse order of lay-off providing the employee has the qualifications to do the work required. Recall would be by telephone at the last number on record in the Human Resources office.

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

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

- 1) accept the lay-off: or
- 2) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the

bargaining unit if the employee originally subject to *the* lay-off is willing and capable of performing the duties of the displaced employee within a ten (10) working day period.

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the ability to perform the work. If there are no employees able to perform the work the job will be posted.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

Where a vacancy occurs in a position following a lay-off or displacement hereunder as a result of which an employee had been transferred to another position or laid off, the affected employee will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of lay-off or displacement. Where the employee returns to her former position there shall be no obligation to post the vacancy. Where the employee refuses the opportunity to return to her former position, she shall advise the Hospital in writing.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available after orientation.

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

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off,

c) Benefits on Lay-Off:

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

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

D) Lay-off of Union Executive

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

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

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

1950 hours worked = 1 year equivalent seniority

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

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

Each year of equivalent seniority = 1950 hours worked

Such employee will be given a seniority date on the casual employee's seniority list which will reflect the amount of her casual seniority determined in accordance with the foregoing formula.

- 6.11 Seniority lists will be posted on the official bulletin board and will be revised at least semi-annually according to the records of the Employer. The Employer will supply copies of the seniority lists to the Chairperson of the Bargaining Unit and the Local Union Office.
- 6.12 It is agreed that if a casual employee is unavailable for work on three consecutive occasions, disciplinary action, up to and including discharge may be taken. It is understood that the above rule does not apply while the employee is on an approved leave of absence or is unavailable for work as previously agreed to by the Department Head.
- 6.13 Whenever reasonably possible, the Department Head will allocate available non-scheduled casual tours to qualified employees within the department and by classification on as equitable a basis as possible over the calendar year. Hours refused or unavailable to be worked will be counted as worked.

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

ARTICLE VII - JOB POSTING/JOB TRANSFERS

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

The Hospital will post any new budgeted casual positions as per 6.04 and list casual jobs in the transfer file with a copy on the union bulletin board.

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

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

7.02 a) Applications will be accepted only from employees who have completed the greater of their probationary period or six months of employment and who have been placed on regular staff.

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

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

- 7.04 Whenever job postings occur, the Employer shall consider employees who are on vacation, off sick, or on leave of absence, for an expected period not to exceed three (3) weeks, provided the said employees have filed with the Employer, a transfer request indicating an interest in transferring from their present job classification and provided such transfer request is made in compliance with 7.10 (b). When filling the position posted, all applications made directly, or through the job transfer file, shall be considered in compliance with paragraph 6.04 hereof. The Employer will give a copy of the transfer request or job posting to the employee upon request. Such requests should include date and time submitted to Human Resources.
- 7.05 The Employer will post the list of all applicants indicating the successful one and any job vacancies created by the job posting. A copy of this list will be given to the Chairperson of the Union.
- 7.06 The vacancy caused by the selection of an employee to fill the primary posted position will be posted for three (3) consecutive working days. The second subsequent vacancy caused, if any, will be posted for one (1) working day. The subsequent vacancy caused, if any, will be filled first by reference to the transfer file according to Article 6.04 and 7.04 hereof. If there are no qualified applicants the position will be filled at the Employer's discretion. All subsequent vacancies caused will be filled at the Employer's discretion.
- 7.07 Employees transferred under this Article will be on a trial period of thirty (30) days worked to a maximum of six (6) calendar weeks and all seniority privileges shall transfer with them. Such employees shall be paid one step lower in the new position than the former position from which the employee was transferred. The employee will progress to the next step (if applicable) after three (3) additional months worked. Subject to the three (3) month adjustment further increments would occur after completion of 1950 hours worked, (in the case of casuals) or one year (in the case of full time) from their last progress on the grid in their previous position. If an employee transfers back into a position previously

held the three month adjustment period may be waived at the discretion of the Department Head,

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

- 7.08 When a casual vacancy of a permanent nature occurs or a new casual job in an existing or new classification of a permanent nature is created within the bargaining unit which the Hospital intends to fill, the transfer file will be consulted to determine if any qualified employees as envisaged in 6.04 (a) hereof are available. The senior transfer applicant found to comply with 6.04 (a) will be given the first opportunity to fill the opening. The first subsequent vacancy caused by the filling of the initial vacancy will be filled by reference to the transfer file and if no qualified applicant exists may be filled at the discretion of the Department Head. All other subsequent vacancies if any, may be filled at the discretion of the Department Head,
- 7.09 The Union will be notified in writing of the name of the successful transfer applicant and any senior applicants who were not given the job. This notice to be provided within one week of the selection.
- 7.10 a) A transfer file will be maintained in *the* Human Resources office for employees to indicate which other departments they would like to be considered for.
- b) A written request for transfer may be made by advising the Hospital and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A request for Transfer shall become active as of the date and time it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and

subsequent vacancies created by the filling of a posted vacancy.

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

7.11 When temporary relief is required for an employee on sick, maternity or personal leave, the position will first be offered as per 6.04(a), to the senior qualified Union Part Time employees within the Department, secondly, as per 6.04(a), to the senior qualified Union Casual employee within the Department. Failing the availability of such a person, the employer may hire a new employee for a term certain. Such an employee will be paid at the prevailing starting rate. Further, such employees will receive the same fringe benefits as the Union casual employee if the term certain exceeds ninety (90) calendar days. Any employee hired under these conditions who works in excess of six (6) months in a twelve (12) month period shall be required to pay monthly union dues and become a member of the union unless other arrangements are made by mutual agreement.

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

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

ARTICLE VIII - TEMPORARY TRANSFERS

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

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. A grievance shall be processed **in** accordance with the following steps, or as set out in section 9.02 and 9.03 hereof.

STEP : If an employee has a complaint she shall first take it up verbally with her immediate Supervisor or Head Nurse. She may do this with or without her Union Steward. If the employee has requested her Union Steward to be present, it is agreed that the Steward will be present at all subsequent discussions. The immediate supervisor will respond verbally during their next scheduled working day after presentation of the complaint. Any resolve reached at this stage is to be in writing with both the employee and supervisor signing the resolve. Failure to provide a response will allow immediate progression to Step II.

STEP TWO:

If the complaint is not satisfactorily settled, a written grievance signed by the employee shall be filed with her Department Head. A grievance to be considered in the Grievance Procedure must describe the specific problem in writing and must be presented to the Department Head within five (5) working days of the supervisory response at Step One. (For grievances involving discharge, refer to Article XI.)

The Department Head shall render her decision to the grievor in writing within (5) working days of receipt of a grievance at Step Two.

STEP:

If the decision of the Department Head is not satisfactory, the Union Grievance Committee as referred to under Article XII, shall within three (3) working days of the receipt of the answer in Step Two, refer the grievance to the President and/or Vice-president of Human Resources. The President and/or Vice-president of Human Resources will meet with the Union Grievance Committee within three (3) further working days to discuss the grievance, and will give his decision in writing to the Union Grievance Committee within five (5) working days after the meeting has been held.

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

9.03 If either the Employer or the Union has a complaint with respect to a representative of the other, or alleges that there has been a misinterpretation, violation or non-application of this Agreement, or of any of the provisions hereof, then either party may within ten (10) working days of the incident giving rise to the grievance, give to the other notice in writing of such complaint. Within three (3) working days of receipt of such notice a meeting will be held

between the President and/or Vice-president of Human Resources and the Union Grievance Committee. The party against whom the complaint has been made will give an answer in writing within three (3) working days after the meeting has been held. If the matter is not settled, it may then be referred to Arbitration by either party provided that it is submitted within fifteen (15) working days following the reply as referred to above and in accordance with Article X.

- 9.04 It is understood that the time limits as provided herein may be extended by mutual agreement of the parties. If the time limits provided above and mutually agreed upon time extensions are not observed by the Union, the grievance will be considered as dropped. If such time limits and any agreed upon time extensions are not observed by the Employer, then the grievance will be considered to have advanced to the next stage of the above Grievance Procedure.
- 9.05 After a grievance has been processed through all the steps provided in this Article and the matter is still in dispute, it may then be referred to Arbitration by either party provided that it is submitted within fifteen (15) working days following the reply in Step Three and in accordance with Article X.
- 9.06 Saturdays, Sundays and recognized holidays shall not be counted or included as working days for the purposes of this Article.

ARTICLE X - ARBITRATION

- 10.01 Where a difference arises as to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and also must name the party's appointee to the Arbitration Board.
- 10.02 The party receiving the notice shall within five (5) working days advise the other party of the name of its appointee to the Arbitration Board.

- 10.03 The two (2) appointees so selected shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman.
- 10.04 If the party receiving the notice fails to appoint an appointee or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party,
- 10.05 The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 10.06 The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.
- 10.07 Each party shall bear the expense of its own nominee and any expense incurred by reason of the appointment of the Chairman shall be borne equally by the parties.
- 10.08 The Arbitration Board shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, nor to deal with any matter not covered by the Agreement, or any matter which does not involve the interpretation, application, administration or alleged violation of this Agreement.
- 10.09 In cases of grievances for discharge, suspension or other actions of discipline, such grievance may be settled by confirming the Employer's decision in discharging, suspending or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement which is just and equitable,
- 10.10 No person may be appointed to an Arbitration Board who has been party to an attempt to negotiate or settle the grievance.

ARTICLE XI - DISCHARGE, SUSPENSION OR DISCIPLINE

- 11.01 The Employer shall not discharge, suspend, or discipline any seniority employee without just cause.
- 11.02 When disciplining, suspending or discharging a seniority employee, the Employer agrees to have a Union Steward in attendance at any meeting with the employee, provided the employee agrees.
- 11.03 The Employer shall notify in writing the Chief Steward and the employee discharged within the next working day of the discharge. Notice to the employee discharged shall consist of a termination form given in person, or by registered letter or wire to the employee's last address on record with the employer.
- 11.04 An employee who is discharged may file a grievance at Step Three of the Grievance Procedure within ten (10) working days after the notice as referred to in paragraph 11.03 hereof.
- 11.05 Management personnel when reprimanding an employee or imposing disciplinary action for a current incident will not take into account any prior infractions which occurred more than two (2) years previous to such incident.

**ARTICLE XII - NEGOTIATING COMMITTEE, GRIEVANCE COMMITTEE
- STEWARDS, CHIEF STEWARD, UNION - MANAGEMENT
COMMITTEE**

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

- 12.02 The Employer acknowledges the right of the Union to appoint or otherwise select SIX (6) Stewards and one (1) Chief Steward to assist employees on all shifts in presenting their grievances to the representatives of the Employer.
- 12.03 The Employer will recognize a Grievance Committee composed of:
- a) the Steward of the Department or of a group of Departments, where the grievance originated;
 - b) the Chief Steward;
 - c) the Unit Chairperson of the Union;
 - d) the local Union Business Manager, and/or the Union International Representative if required at Step 2 and subsequent steps of the grievance procedure.
- 12.04 The Union acknowledges that the Stewards and members of the Negotiating Committee and Grievance Committee have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without notifying their immediate supervisors, Permission from the Supervisor shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer loss of pay while negotiating this Agreement, amendments thereto, or renewals thereof, or while dealing with grievances up to, but not including, Arbitration proceedings, in both grievance and negotiation procedures. This does not apply to time spent on such matters outside the regular working hours. Union leave without pay may be granted, however, the employees' normal pay cheque will be issued and the Union will reimburse the Employer with the actual salary costs incurred for that leave.
- 12.05 The Chief Steward shall be assigned duties on the day shift only.
- 12.06 The Union will inform the Employer in writing of the names of Stewards, Chief Steward and Chairperson, and of any changes in the names of Stewards, Chief Steward and Chairperson.

ARTICLE XIII - LEAVE OF ABSENCE

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

- a) for Union business referred to in paragraph 13.03 hereof;
- b) for injury compensable by Workers' Compensation Board;
- c) for approved leave of absence for any reason for a period not exceeding one (1) month;
- d) for approved leave of absence for illness or injury for a period not exceeding six (6) months in any twelve (12) consecutive month period;
- e) for lay-off not exceeding three (3) months;
- f) for scheduled vacations or recognized holidays;
- g) during suspension.

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

13.02 **Leave of Absence - Casual Employees**

- a) Leave of absence without pay may be granted by the Employer and any person who is absent with such permission shall not lose any of their seniority rights during such absence, but seniority shall not accrue during such absence unless such absence is for one of the following reasons:
 - (i) for Union business referred to in paragraph 13.03 hereof;

- (ii) for injury compensable by the Workers' Compensation Board, average seniority over the last twelve months will accrue;
 - (iii) for Jury Duty or subpoenaed witness duty where the individual is required to be present for a Hospital related matter, average seniority over the last twelve months will accrue;
 - (iv) for a paid holiday, recognized by this Agreement for which the employee qualifies under the Employment Standards Act, seniority equal to the holiday pay payable for that day as indicated in Article 17.05 will accrue.
- b) Seniority will be retained but not accrued for the following reasons:
- (i) pregnancy leave to a maximum of twenty-three (23) weeks;
 - (ii) adoption leave to a maximum of six months;
 - (iii) approved vacation periods;
 - (iv) approved leaves of absence.
- 13.03 a) While on leave of absence, the employee shall not undertake any gainful employment for any other person, firm or corporation. Failure to comply with this provision may result in disciplinary action being taken,
- b) A leave of absence will not be unreasonably withheld to employees elected or selected by the Union to attend conventions, seminars, educational classes or other Union business.
- 13.04 It is agreed that the Union shall not request a leave of absence for more than five (5) employees at any one time and that the Union shall submit a written request two (2) weeks in advance of the commencement of such leave of absence when possible.

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

13.05 Bereavement Leave

a) (Full and Part Time)

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

b) Bereavement Leave - Casual

It is understood that casual employees will be granted up to one pre-scheduled day off with pay, between the day of death and the funeral, for the death of any member of his or her family as listed in 13.05(a).

13.06 Pregnancy Leave - Full Time, Part Time and Casual

- a) Leave of absence will be granted due to pregnancy pursuant to the provisions of the Employment Standards Act to employees with 13 weeks of employment. The maximum pregnancy leave is 17 weeks. The employee is required to give as much notice as possible and include her anticipated return to work date. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.

- b) Effective September 1, 1990 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit.

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

Regular weekly earnings for part-time and casual employees will be the average weekly earnings during the fifty-two weeks immediately preceding the leave.

13.07 Parental Leave -Full Time, Part Time and Casual

Leave of absence will be granted for parental leave pursuant to the provisions of the Employment Standards Act to:

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

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

- 13.08 The return to work date following pregnancy and/or parental leave shall be confirmed in writing at least 4 weeks in advance thereof.
- 13.09 Seniority and service will accrue and the Hospital will continue to pay its share of the premiums for benefit plans which the employee elects to continue for a period of up to 17 weeks for pregnancy leave and 18 weeks for parental leave. It is understood the employee will provide the Hospital with post-dated cheques to cover their share of the premiums.
- 13.10 Upon return to work from pregnancy or parental leave the employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job subject to the provisions of Article 6.07 B (2).
- 13.11 a) Jury Duty (Full & Part Time) - If an employee is required to serve as a juror in any matter, or is subpoenaed as a witness in a Hospital related court proceeding, the Employer agrees to pay to the employee the difference between the money received for acting as a juror or witness, not including the travelling expenses which the employee will retain for her own use, the same to be evidenced by production of the court payment, and the pay at the employee's basic rate (plus shift premium if applicable) which the employee would have received if she had not been required to serve as a juror or witness, and has worked her normal shift. Provided that this clause shall not be construed to permit an employee to recover the equivalent of overtime pay.
- b) Part time employees while away on Workers' Compensation or Jury Duty will accrue equivalent to their regular hours for the purposes of seniority. A maximum of twenty-two and one-half (22-1/2) hours per week will be accrued.

13.12 Sick Leave (Full Time)

At the commencement of the fourth month of employment, an employee shall be entitled to three (3) days' sick leave with pay. Thereafter, such employee shall be entitled to one (1) day's sick leave with pay for each additional month of employment. On completion of one (1) year of service, such entitlement shall be increased to one and one-half (1-1/2) days per month. Such sick leave shall be subject to the following:

- a) The unused portion of such employee's sick leave entitlement, including the accumulated sick leave credits, due an employee prior to the execution of the Agreement, shall accumulate up to a maximum accumulation of one hundred and fifty (150) days.
- b) Absence due to illness or injury, compensable by the Workers' Compensation Board, shall not be charged against sick leave credits or entitlements. An employee may use any accumulated sick leave credit to make up the difference between compensation paid by the Workers' Compensation Board and normal pay.
- c) Employees who report sick must notify the Hospital at least one and one-half hours before the start of the day shift and four hours before the start of other shifts where possible. When reporting to the Hospital that she will be absent because of illness, an employee should, whenever possible, indicate her expected date and time of return to work. If impossible to advise when they would be available for work then the above requirements of notification should be performed each scheduled shift. When a date and time of return is definite, an employee must report this information to the Hospital.
- d) The Employer will have the right, if an employee has been absent for three (3) consecutive working days to demand production of a medical certificate confirming that the employee's absence has been due to illness. Such medical certificate must be requested by the Employer

prior to the employee's return to work and must indicate that he or she is fit to resume work and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee his or her wages for time away from work. It is understood that the Hospital can demand a doctor's certificate and such certificate must be dated, during the term of absence, However for employees being counselled in the Attendance Improvement Program their Supervisor may ask for a medical certificate during any illness.

- e) Absence due to illness in any year shall be charged to the accumulated sick leave reserve credited to the employee concerned on the basis of one (1) sick leave credit for each sick day with pay until credits are used up. As credits are used up, they may again accumulate to the maximum.
- f) It is mutually agreed that an employee shall not be entitled to sick leave pay for the first two (2) days' absence from work during the fourth and successive illnesses in any calendar year (January to December) of employment, provided however, that such provision shall be waived, if at the time the fourth or successive illness occurs, the employee has at that time accumulated not less than fifty percent (50%) of her maximum sick leave entitlement from last date of hire. It is understood that whereas the maximum accumulation is one hundred and fifty (150) days, fifty percent (50%) of her maximum sick leave entitlement from last date of hire will not exceed seventy-five (75) days.
- g) On termination of employment, an employee with the following seniority shall be paid cash in lieu of the accumulated sick leave credits on the following basis:

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

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

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

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

- h) An employee who terminates her employment with the Hospital and has received payment in lieu of accumulated sick leave credits shall not be entitled to receive over an aggregate of fifty percent (50%) for any such credits should she be rehired and again terminates her employment.
- i) The beneficiary or estate of an employee who dies while in the employ of the Hospital shall be entitled to receive the balance of the employee's sick leave credits due as provided for in Article 13.09 (g) herein.
- j) 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.

13.13 A casual employee who has transferred front the full time unit shall be paid cash in lieu of the accumulated sick leave credits on the following basis:

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

An employee with three (3) year's seniority shall receive payment of thirty-three percent (33%) of her accumulated sick leave credits.

An employee with four (4) year's seniority shall receive payment of forty percent (40%) of her accumulated sick leave credits.

An employee with five (5) year's seniority or more shall receive payment of fifty percent (50%) of her accumulated sick leave credits.

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

- 13.14 The Employer will grant a leave of absence without pay and without benefits for a period of three (3) months to an employee for the purpose of accepting a full time staff or elected position with the Union. Application for such leave must be made in writing at least one (1) month prior to the commencement of the leave and it shall be granted to an employee on a "once only" basis. During such absence, the Employer may fill the vacancy with a temporary employee, and no more than one employee shall be absent on such leave at any one time.

ARTICLE XIV - GROUP HEALTH INSURANCE PLANS - FULL TIME EMPLOYEES

- 14.01 Effective the first of the month following date of ratification:

The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of employees who have completed their probationary period under the Blue Cross Semi-Private plan or its equivalent.

- 14.02 The Hospital agrees to provide coverage for employees under the Hospitals of Ontario Group Life Insurance Plan or equivalent, and to pay one hundred percent (100%) of the premium thereof effective the first billing date following the completion of their

probationary period. Such plan shall provide for insurance on the life of employees in an amount equal to twice their annual salary, calculated to the nearest \$500.00, or to provide insurance on the life of employees who so request an amount equal to \$5,000.00. The Hospital acknowledges that if the said Life Insurance Plan is amended to provide employees with increased coverage in excess of that referred to above, the Hospital will continue to pay one hundred percent (100%) of the premium thereof.

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

14.03 Drug Plan

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

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

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

- 14.05 Vision Plan - The Hospital agrees to provide a vision plan to eligible employees (Maximum \$90.00 every 24 months) and will pay one hundred percent (100%) of the established monthly premium charged therefor. It is agreed that the plan will be provided by Green Shield or its equivalent.
- 14.06 The Hospital agrees to continue to pay its share of the above premiums on behalf of employees who are absent because of illness, who are being paid accumulated sick leave, as long as such sick leave entitlement continues. The Hospital will pay its share of the above premiums on behalf of an employee drawing Workers' Compensation Benefits for a period not to exceed twelve (12) months. For employees who are otherwise absent due to illness or injury and who are not drawing sick leave pay or Workers' Compensation Board pay, or for employees absent on leave, the Hospital will pay its share of the above premiums for a period not to exceed three (3) months.
- 14.07 The Hospital will continue enrolment of employees in the Hospitals of Ontario Pension Plan and the Canada Pension Plan for the duration of this Agreement.
- 14.08 The Hospital shall provide to all employees covered by this agreement a "Benefit Handbook" outlining all available benefit coverage and appropriate details.
- 14.09 It is agreed that the employee's dependents aged 21 to 25 may be enroled as a single subscriber on the Green Shield Hospital benefit plans if all the following conditions are met by the dependent.
- 1) unmarried
 - 2) attending school, college or university or physically or mentally handicapped;
 - 3) normally resident with, and totally dependant upon the employee for support.

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

14.10 Part time and casual seniority employees will be eligible to apply for the following benefits.

- 1) Semi Private
- 2) Drug and Vision
- 3) **T-4**
- 4) Dental

The Hospital will pay:

- a) 50% of the full time hospital contribution **for** seniority employees who worked 487.50 - 975 hours in the last calendar year.
- b) 75% of the full time hospital contribution for seniority employees who worked more than 975 hours in the last calendar year.

Part time employees only will have a one-time option to retain their \$4.50 per shift in lieu of benefits if they elect not to take part in the benefit plans.

The current in lieu amounts paid to part time and casual employees will be eliminated, coincidental with the start of the month in which the hospital first offers the opportunity to enrol in the plans.

Seniority casual employees will be eligible for pro rata benefits after completion of probation. Until such time as a full calendar year **has** been worked the percentage paid by the Hospital will be determined by the average hours worked by all casuals in that classification within that department during the last calendar year.

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

ARTICLE XV - HOURS OF WORK - FULL TIME EMPLOYEES

- 15.01 a) It is agreed that the normal and recognized working hours of full time employees in the bargaining unit shall be thirty-seven and one-half (37-1/2) hours per week. It is to be noted that scheduled shifts are eight (8) hours and include a one-half (1/2) hour unpaid lunch break.
- b) If an employee is scheduled to work seven and one-half (7 1/2) hours in a period from 0000 to 2400 hours, it is agreed that the seven and one-half (7 1/2) hours will be consecutive unless by mutual agreement.
- 15.02 The employer shall pay time and one half the regular rate of pay, calculated to the nearest fifteen (15) minutes for all approved time worked in excess of seven and one-half (7-1/2) hours in any one day (exclusive of one-half hour (1/2) each day for lunch), for all time worked before scheduled starting time and for all time worked after scheduled finishing time. Work performed on a full time employee's scheduled day off shall be paid at the rate of time and one-half. The full time employee will have the option to take compensating time off at one and one-half (1-1/2) times for all hours worked at a mutually agreeable time.
- 15.03 Within the seven and one-half (7-1/2) hour work day referred to above, all employees will be permitted a fifteen (15) minute coffee break within the first half of a shift and a further fifteen (15) minute coffee break within the second half of the shift at times specified by the Employer.
- Employees working other than a seven and one-half (7 1/2) hour shift will be entitled to a paid rest period of fifteen (15) minutes during each four (4) continuous hours of work.
- 15.04 Subject to staffing requirements and by mutual consent, full time employees may take compensating time off in lieu of pay for authorized hours worked in excess of the normal hours of work at the rate of one and one-half (1-1/2) hours for each hour of work,

provided the employees have otherwise qualified for overtime payment in respect of such hours. Staffing requirements will remain the decision of the Department Head or Supervisor.

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

15.06 The Hospital will grant each full time employee one (1) weekend off each three (3) weeks.

Each employee will receive time and one-half her regular straight time hourly rate for all hours worked on the fourth consecutive and subsequent weekend save and except where:

- a) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; OR
- b) Such employee has requested weekend work: OR
- c) Such weekend is worked as a result of an approved exchange of shifts with another employee.

15.07 It is agreed that the Employer will provide four (4) weeks advance notice of shift schedules and all shift schedules will be in effect for a two (2) week period. No employee will be required to rotate more than twice during the two week period.

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

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

15.09 Meal Vouchers

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

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

15.11 Hours Of Work- Part Time and Casual Employees

- a) (i) The hours of work shall be as scheduled by the Employer.
- (ii) The Employer shall pay time and one-half the regular rate of pay, calculated to the nearest 15 minutes for all approved time worked in excess of seven and one-half (7 1/2) hours in any one day (exclusive of one-half (1/2) hour each day for lunch).
- b) Employees working a seven and one-half (7-1/2) hour shift will be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.

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

c) An employee will not be required to work more than six (6) consecutive days except by mutual agreement.

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

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

ARTICLE XVI - SHIFT/WEEKEND PREMIUMS

16.01 Shift Premium

All full time or part time employees who work the following shifts: 1500 hours to 2300 hours, 1600 hours to 2400 hours, 2300 hours to 0700 hours and 2400 hours to 0800 hours, will be paid a shift premium of three dollars and thirty-seven and one-half (\$3.375) cents per shift or pro-rated to \$.45 per hour. Casual employees commencing work at or after 1500 hours will be paid forty-five (45¢) cents per hour for each hour worked between 1500 and 0800 hours.

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

16.02 Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If an employee is receiving premium pay under Article 15, or for any other reason, she will not receive weekend premium under this provision.

ARTICLE XVII - PAID HOLIDAYS - FULL TIME EMPLOYEES

17.01 The following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Armistice Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
2nd Monday in June	
Heritage Day (or, if not proclaimed, the second Monday in February).	

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

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

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

- OR -

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

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

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

- b) If the holiday occurs on a full time employee's day off, the employee will be given a choice of receiving a day's pay or taking a day off in lieu of such holiday at a time mutually agreed upon between the employee and the Department Head.
- c) In the event of a statutory holiday falling within an approved leave of absence period, the benefits for a paid holiday shall NOT be extended to a full time employee, except in the case of illness. Full time employees with one, (1) or more years of seniority will be paid for those holidays falling within the three (3) month period from commencement of such illness.

17.04 Employees shall be entitled to take either Christmas or New Year's Day off on a choice basis in accordance with their classification seniority provided that the Department Heads are satisfied that enough experienced personnel are retained to provide proper and adequate service in those classifications.

17.05 paid Holidays - Part-Time And Casuals

- a) The following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	2nd Monday in June

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

- b) If an employee is scheduled to work on a paid holiday and actually works, then she shall receive time and one-half for work performed on such holiday in addition to holiday pay as

determined by the rules of the Employment Standards Act. It is understood that all nine holidays will be treated equally with respect to the rules of the Employment Standards Act governing amounts payable.

- c) A casual employee who has qualified for holiday pay and who works in excess of 7.5 hours on the holiday will be paid at the rate of double time and one-half for all hours worked in excess of 7.5 on the holiday.

ARTICLE XVIII - VACATIONS - FULL TIME EMPLOYEES

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

<u>Continuous Service</u>	<u>Working Days Vacation With Pay</u>	<u>Vacation Pay Adjustment Rate</u>
> 6 months < 1 year	5	4%
> 1 year < 3 years	10*	4%*
> 3 years < 8 years	15	6%
> 8 years < 15 years	20	8%
> 15 years < 25 years	25	10%
> 25 years	30	12%

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

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

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

- 18.03 Any employee whose employment is terminated prior to the completion of six (6) months' continuous service, will be paid four percent (4%) of total earnings for the period of employment.
- 18.04 Any employee whose employment is terminated prior to the completion of one (1) year's continuous service since the last date of vacation entitlement, will be paid 12%, 10%, 8%, 6% or 4%, as applicable, of total earnings since the last date of vacation entitlement.
- 18.05 When allocating vacation times for all employees, the Employer will give every possible consideration to the employees' preference, subject to the necessity of maintaining sufficient staff to ensure the efficient operation of the Hospital. Full time employees will have first priority, part time second priority and casuals will be eligible to select third. The Employer shall notify the employee if possible of the tour of duty to which she is to report to work following her vacation.

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

1. In January of each year, the 'respective Departments will post a list of all employees showing their vacation entitlement and seniority as of the last posting of the seniority lists. This posting will cover the vacation period from May 1st to October 31st of that vacation year.
2. All employees will schedule their vacation to be taken between May 1st and October 31st by the first week in March so that confirmation of the requests can be given by the last week in March. Since selection of scheduled vacation is governed by clause 6.04(b) (seniority), senior employees should schedule their vacation first so that junior employees have an idea where they may want to schedule their vacation.

3. The respective Departments will post a second list the first week in September. This posting will cover the vacation period from November 1st to April 30th of that vacation year. This posting will show all employees who have outstanding vacation and their seniority status as of the last posting of the seniority list. All outstanding vacation entitlements should be scheduled during this posting period, and if not scheduled, it will be scheduled at a mutually agreeable time. Requests will be in by the first week in October. Confirmation of these requests will be given during the last week in October.
 4. All employees should request during both periods of the posting, a first and second choice, numbered accordingly, in the event a change has to be made because of requirements or senior employees requesting the same period.
 5. Any vacation scheduled outside the above guidelines will be considered on a first come, first serve basis, provided the Hospital can reasonably accommodate such request.
 6. Approved lists will remain posted in the respective departments. Employees may exchange vacation times with approval of the Department Head or designee. Such approval will not be unreasonably withheld.
- 18.06 Employees hired after the 8th October 1976, will be on the April 30th cut-off date for vacation entitlement.
- 18.07 In the event that an employee terminates her employment with the Employer without giving two (2) weeks' notice of her intention to do so, her vacation pay shall be calculated and paid in accordance with the minimum requirements of the Employment Standards Act of the Province of Ontario then in effect. The provisions of this paragraph shall not apply if failure to give two (2) weeks' notice was due to circumstances beyond the control of the employee.

- 18.08 For full time and part time employees, vacation policy will include the provision to take not more than five (5) days vacation of an employee's annual entitlement in single days. The Department Head shall give consideration to such a request and respond to the employee as soon as possible to facilitate the employee's personal/emergency requests. It is agreed that the allocation of single vacation days will be done by mutual agreement.
- 18.09 Should a full time employee become hospitalized for non-elective reasons and be receiving medical care and treatment prior to or during her vacation, she will be allowed to use her sick time for those days hospitalized. At the employee's option, those days hospitalized will be rescheduled at a mutually agreeable time.
- 18.10 It is understood that for a full time or part time employee if the employment anniversary date falls between May 1st and September 30th in any year, vacation entitlement shall be calculated as though such date occurred before May 1st, with the exception of the first year of employment, during which a pro-rated amount of time and monies will be payable.
- 18.11 For the purpose of vacation entitlement, service for employees whose status has changed from part time or casual to full time or vice versa, shall mean the combined service as a part time or casual and full time employee employed by the hospital and accumulated on a continuous basis. For the purpose of this Article, 1950 hours of part time or casual service shall equal one (1) year of full time service and vice versa.
- 18.12 Vacations - Part-Time Employees
- Part time employees will receive time off for vacation purposes on a similar basis to full time however, years of service are as defined in 19.04.

Vacation pay credits are payable as follows:
3 years or less of equivalent service - 4% of the wages in last 12 months (May 1st to April 30th)

Greater than 3 years but less than or equal to 8 years of equivalent service - 6% of the wages in last 12 months (May 1st to April 30th)

Greater than 8 years but less than or equal to 15 years of equivalent service - 8% of the wages in last 12 months (May 1st to April 30th)

Greater than 15 years of equivalent service - 10% of the wages in last 12 months (May 1st to April 30th)

Vacation time off for employees with less than one year equivalent service at April 30th will be pro-rated.

Part time vacation pay will be given the first payday in July.

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

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

18.13 Vacations - Casual Employees

- a) Employees employed within the Bargaining Unit, described in Article I of this Agreement, who have been employed by the Hospital for a period of less than twelve (12) months as of April 30th in each year shall be entitled to and shall receive pro-rated vacation time off.

Casual employees who qualify for vacation in accordance with the foregoing shall receive vacation pay which shall be an amount equal to four (4%) percent of the casual employee's earnings.

- b) Casual employees who have been employed by the Hospital for a period of twelve (12) months or more as of April 30th in each year shall be entitled to and shall receive two (2) weeks' vacation time off, vacation pay shall be an amount equal to four (4%) percent of the casual employee's earnings.
- c) Vacations shall not be accumulated from one year to the next or subsequent years.
- d) It is understood that vacation approvals will conform with Article 6.04 (b) herein.
- e) Casual vacation pay will be given the first pay day in July.

ARTICLE XIX - SALARIES - FULL TIME

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

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

			Max.
Start	1 year	2 years	3 years
Step 3	Step 4	Step 5	Step 6

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

19.03 The wage rates set out in Schedule A hereto shall be paid retroactively, on all hours paid as of the effective dates referred to therein to all employees within the classifications set out in Schedule A who were on the payroll of the Employer as of September 1st, 1991 or who have been on the payroll of the Employer since that date during their respective periods of employment, even though their employment has since terminated.

19.04 Salaries - Part Time Employees

The rate of pay for a part time employee shall be the rate of pay set out in Schedule "A" for a full time employee in *the* same classification, plus four dollars and fifty cents (\$4.50) per tour worked, and total pro-rated according to hours worked in a pay period. The said sum four dollars and fifty cents (\$4.50) over and above full time salary rates is accepted by part-time employees in substitution for all other monetary benefits, unless specifically mentioned elsewhere in this article, including sick leave. This monetary provision ceases the 1st of the month following date of ratification subject to Article 14.10 (b). Annual increments included in the attached schedule for full time salary rates shall be recognized for part-time employees up to and including the third increment only, each increment to be earned by completion of 1,950 hours of service after October 1, 1974, no recognition being given in this calculation to hours of service prior to that day.

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

			Max.
Start	1950 hrs.		3900 hrs.
Step 3	Step 4		Step 5

19.05 Salaries - Casual Employees

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

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

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

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

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

ARTICLE XX - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, one (1) representative and one (1) alternate selected or appointed by the Union from amongst the bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- e) Meeting shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

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

NTING

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

ARTICLE XXII - DURATION OF AGREEMENT

- 22.01 With the exception of retroactive wages specifically referred to in Schedule "A" hereof, and other benefits or conditions of employment expressed to become effective at specific times, this Agreement shall become effective on September 1st, 1991, and remain in effect until August 31st, 1992.

It is agreed, however, that this Agreement shall continue in force from year to year from the first day of September to and including the 31st day of August in each year unless either of the parties hereto shall between the 15th day of June and the 15th day of July in any year give notice to the other party that this Agreement shall cease to operate at the end of the then current year or that it desires to bargain with a view to the renewal with or without modification of the Agreement then in operation. In the event of

notice given in accordance with the above, each party shall submit to the other party at least thirty (30) days prior to the anniversary date, a written statement setting forth all matters with respect to which it desires to modify or amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1 day of July, 1992.

THE METROPOLITAN GENERAL HOSPITAL

LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

L. Jenkins

M. Mochelini

Maylew Lead

Linda Baggio

R. E. Luhan

Heather Kocis

Maria Campagna

Kathy Borg

Camille Spence

Kouwen Jackson

Vicki Zimmer

A. J. Gunder

J. M. Hastings

SCHEDULE A
IBEW
EFFECTIVE 01 SEPTEMBER 1991
TO 31 AUGUST 1992

GRADE	CLASSIFICATION	STEP 1	MONTHLY	STEP 2	MONTHLY	STEP 3	MONTHLY	STEP 4	MONTHLY	STEP 5	MONTHLY	STEP 6	MONTHLY
		CAS SR	CAS SR	600 SR	600 HR	1200 HR	1200 HR	3150 HR	3150 HR	5100 HR	5100 HR	FT 3YR	FT 3YR
						FT SR	FT SR	FT 1YR	FT 1YR	FT 2YR	FT 2YR		FT 3YR
GRADE 2	Head Payroll	13.380	2174	13.603	2210	13.827	2247	14.137	2297	14.494	2355	14.834	2411
GRADE 3	Bookkeeper II Hd Revenue Clerk	12.835	2086	13.048	2120	13.261	2155	13.561	2204	13.902	2259	14.230	2312
GRADE 4	Admit Clerk I Med Records Tech	12.493	2030	12.702	2064	12.909	2098	13.200	2145	13.532	2199	13.852	2251
GRADE 5	Head Cashier Med. Transcript. Accounting Clerk	12.138	1973	12.362	2009	12.542	2038	12.826	2084	13.149	2137	13.458	2187
GRADE 6	Med. Transcript. Nursing office Revenue Clerk Education Clerk Purchasing Clerk OR Booking Admit Clerk If Lab Clerk Pharmacy Clerk Acot. Payable Printing clerk	11.604	1886	11.796	1917	11.989	1948	12.260	1992	12.569	2042	12.864	2090
GRADE 7	Switchboard Cashier Insurance Clerk Payroll Clerk Clerk I Ward Assistant S.P.D. Clerk	11.373	1848	11.562	1879	11.751	1910	12.016	1953	12.318	2002	12.608	2049
GRADE 8	Clerk II Receptionist	10.923	1775	11.213	1822	11.516	1871	11.807	1919	12.110	1968	0.000	0



The Metropolitan General Hospital

1995 Leas Avenue

Windsor N8W 1L9

Phone (519) 254-1661

Mr. R. Wacheski
Business Representative
I.B.E.W., Local 636
318 McEwan Avenue
Windsor, Ontario
N9B 2E6

Mr. R. Wacheski:

Re: Substitution Pay
Admitting Department

This letter will confirm that where a Bargaining Unit employee in the Admitting Department is substituting for the Department Head, that employee will receive one dollar and eight-five cents (\$1.85) per hour in addition to her regular rate of pay. This is in accord with item 15 of the Brown Arbitration Award.

Yours truly,

THE METROPOLITAN GENERAL HOSPITAL

R. E. Graham
Director of Human Resources