

SOURCE	Hospital		
EFF.	90	04	01
TERM.	92	03	31
No. OF EMPLOYEES	114		
NOMBRE D'EMPLOYES	L.W.		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WINDSOR WESTERN HOSPITAL CENTRE INC.**

**and**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
LOCAL 143**

**EXPIRY DATE: 31st MARCH 1992**

**JAN 30 1991**

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WINDSOR WESTERN HOSPITAL CENTRE INC. and ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
 AGREEMENT - 1st April 1990 to 31st March 1992

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AGREEMENT entered into this *18th* day of *January* 199*8*.

B E T W E E N:

WINDSOR WESTERN HOSPITAL CENTRE INC.,  
(hereinafter called the "EMPLOYER" or  
the "HOSPITAL")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
**AND ITS LOCAL 143**  
(hereinafter called the "UNION")

#### **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish **and** maintain mutually beneficial relationship between the Hospital, its employees **and** the union.

1.02 All references to the masculine gender in this Agreement shall also be read in the feminine gender or vice versa, wherever the context applies.

#### **ARTICLE 2 - RECOGNITION**

2.01 The Hospital recognizes the Union as the sole bargaining agent for all allied health professionals of Windsor Western Hospital Centre Inc. in Windsor, Ontario, save and except: Professional Medical Staff, Department Heads, Chiefs, Assistant Chiefs, Directors, Assistant Directors, Supervisors **and** those above the rank of Supervisors, Interns and Students and Employees covered by subsisting collective agreements. For the sake of clarity, the expression "allied health professionals" includes both Registered and Graduate Audiologists, Cardiopulmonary Technologists, Child Care Workers, Child **and** Youth Workers, Child Care Assistants, Early Childhood Education Workers, Counsellors, Therapeutic Dietitians, Occupational Therapists, Pharmacists (Licensed), Pharmacy Technicians (Diploma), Graduate Pharmacy Intern, Physiotherapists, Psychologists, Psychometrists, Recreational Therapists, Kinesiotherapists, Respiratory Therapists, Social Workers, Speech Language Pathologists, **Audio** Visual Technicians, Craft Therapists.

2.02 It is agreed that employees in the foregoing classifications who normally work **less** than fifteen hours in a week are not included in the bargaining unit and are not subject to the **terms** of **this** Agreement.

**ARTICLE 3 - STRIKES OR LOCKOUTS**

3.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have their meaning attributed to them in the interpretation section of The Labour Relations Act R.S.O. 1970.

While this Agreement is in operation, there shall be no suspension or slowdown of work, picketing, or any other interference with the operations of the Hospital and the Union shall take positive action to prevent an employee from committing any of the aforesaid acts.

**ARTICLE 4 - HOSPITAL & UNION'S RESPONSIBILITY**

4.01 In accordance with The Ontario Labour Relations Act and The Ontario Human Rights Act, the Hospital and the Union accept the following responsibilities:

- (a) the Union shall not intimidate or coerce employees into membership in the Union, and the Hospital shall not interfere with the rights of its employees designated within the scope of this Agreement to become or remain members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Hospital or any of its representatives against employees because of Union membership;
- (b) neither membership solicitation nor any other form of Union activity shall take place on the premises or on any works project of the Hospital, save as expressly authorized by the Hospital or this Agreement;
- (c) the Hospital and the Union shall undertake not to discriminate against any member or person employed by the Hospital because of sex, race, creed, colour, nationality, political persuasion, ancestry, marital status or place or origin.

4.02 It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Hospital of the existence of the Union and of the conditions surrounding their employment, as contained in the within collective agreement, and rules that may be formulated under its terms. It is agreed that upon commencement of employment in his or her classification, the job duties and responsibilities will be clearly defined within the context of the job descriptions.

**ARTICLE 5 - MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees, such rules and regulations not to be contrary to the terms of this Agreement;
- (b) hire, retire, 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 discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) generally to manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the 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 interests of the safety and well-being of the Hospital patients, the public, and Hospital employees.

**ARTICLE 6 - CHECK-OFF OF UNION ———**

6.01 The Employer as a condition of employment, or continued employment of its employees in the bargaining unit, agrees to deduct from each employee's pay, commencing with the first pay period following completion of the probationary period, an amount equivalent to the dues duly authorized by the Constitution of the Union for Union dues and to remit the amount so deducted from the earnings of such employees to the Financial Secretary of the Union at 1901 Yonge Street, Toronto, or such other address as may be designated by the Union in writing from time to time. The amount of the Union dues shall be as certified from time to time to the Employer by the Secretary-Treasurer of the Union.

It shall be a condition of remaining in the employment of the Hospital that all employees authorize such deduction. Each employee shall give such authorization to the Hospital to make such deductions in the following form:

**CHECK-OFF CARD**

Name: ..... Date: .....

WINDSOR WESTERN HOSPITAL CENTRE INC. shall deduct from each pay due me for the duration of this Agreement and as a condition of my employment, a sum equivalent to the monthly membership dues (and if the employee wishes to become a member of the Union, the amount of the initiation fee) as certified by the Financial Secretary or other authorized officer of the Union and to pay the sum so deducted to a designated official of the said Union.

Witness: ..... Signature: .....

6.02 The amount of such dues shall be certified to the Hospital by an authorized officer of the Union.

6.03 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 Hospital not later than the fifteenth (15th) day of the following month. A copy of this record of employees from whom pay deductions have been made shall also be sent to the Local 143 President.

6.04 This compulsory check-off of dues shall continue during the lifetime of this Agreement and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement, and it shall apply to all employees in the Bargaining Unit.

6.05 The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.

6.06 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director of the Employer or his designate, and designated authorized member of the Union and the Local Regional Office.

**ARTICLE 7 - EMPLOYEE REPRESENTATIVES**

**7.01 Employee Representatives**

The Union will keep the Employer informed of its Executive body and committee.

7.02 For purpose of this Article, the name and position of each of the committee members, from time to time selected, shall be given to the Employer in writing.

7.03 No individual member or group of members shall undertake to represent the Union at meetings with the Hospital without proper authorization of the Union.

7.04 The Union shall have the right to the assistance of O.P.S.E.U. representatives at all times and the representatives shall be given reasonable access to Hospital premises to assist the members.

7.05 The Employer agrees to permit a representative of the Union to interview new employees as a group during orientation for a maximum of twenty (20) minutes without loss of pay for the purpose of discussing the benefits and duties of Union membership and their responsibilities and obligations to the Hospital and the Union. Management shall designate a place on the Hospital premises for such interviews and shall have the right to have a Hospital representative attend any such interview if it so wishes.

7.06 **Grievance Committee**

The Grievance Committee will be comprised of up to three (3) employee representatives and a member of the Ontario Public Service Employees Union. In addition, there shall be six (6) stewards appointed to assist the Chef Unit Steward in the processing of complaints and grievances. It is understood and agreed that there will be at least one steward appointed from employees working at the Riverview Unit, at least one steward appointed from employees working in the Active Treatment Centre of the Prince Road Unit and at least one steward appointed from employees working in the Regional Children's Centre.

7.07 Stewards and representatives shall be granted reasonable time off without loss of pay to attend to needs of the members. Such time off shall be without loss of pay, except while attending an Arbitration Board hearing.

7.08 (a) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor.

Permission from the supervisor shall not be unreasonably withheld. The chief Unit Steward will be given the opportunity to work straight day shifts where possible.

(b) The local President will be granted two (2) hours per week to be taken at the same time on the same day each week as pre-arranged between the local President and their supervisor, without loss of pay to conduct the internal affairs of the local.

7.09 Negotiating Committee

The Employer acknowledges the right of the employees to select a negotiating committee of up to a maximum of four (4) representatives and will recognize said committee and Ontario Public Service Employees Union representatives for contract negotiating purposes.

7.10 **Members** of the negotiating committee will not suffer any loss of pay while attending meetings for the purpose of negotiating the Agreement, up to and including any meeting or meetings called by the Conciliation Officer.

7.11 Labour Management committee

Where the parties mutually agree that there are matters that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply: an equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

7.12 Pay for Members of Central Negotiating Committee

In the event that the Hospital and Union agree to participate in Central Negotiations carried on jointly with other Ontario Hospitals, it is agreed that the Union Negotiating Committee members up to a maximum of five (5) shall be paid for time lost from their normal straight time working hours at their regular rate of pay without loss of leave credits for attending Central Negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations prior to conciliation. Once conciliation is invoked, Union members of the Central Negotiating Committee shall receive unpaid time off for purposes of carrying on these negotiations effective the date the conciliator convenes his first meeting with the parties and until such time as an Agreement is concluded.



**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 For the purposes of this Agreement, a grievance is defined as any difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

An employee who has a complaint shall first discuss it with his immediate supervisor. The employee may be accompanied by his steward if he so desires. Such a complaint shall be brought to the attention of the immediate supervisor within ten (10) calendar days of the incident becoming known to the grievor. The immediate supervisor's decision shall be given verbally within five (5) working days.

**Step 1** Should the employee be dissatisfied with the immediate supervisor's verbal disposition of the complaint he may with or without the assistance of his steward refer the matter in writing to his immediate Supervisor. This shall constitute a formal grievance at Step No. 1 and shall be filed within ten (10) working days of receipt of the verbal reply of the employee's immediate Supervisor. The grievance shall contain a statement of the facts relied upon, indicate the relief sought, and be signed and dated by the employee. The Supervisor shall answer the grievance in writing within ten (10) working days. It is understood by the parties that the definition of Supervisor in this Step is the first level of management.

**step 2** Failing settlement of the grievance at Step No. 1, the employee may within five (5) working days of receiving the response of the Supervisor, refer the matter to the Department Head. The Department Head after meeting with the Grievance Committee, shall answer the grievance in writing within five (5) working days of receiving the grievance.

**Step 3** Failing settlement of the grievance at Step No. 2, the Union shall notify the Vice-President Human Resources, in writing within five (5) working days of its intention to proceed with Step No. 3. Within the next five (5) working days the employee representatives and the management representatives may meet to discuss the matter. The OPSEU representative may attend any such meeting called. If the grievance is not settled within five (5) working days it may be referred to arbitration as hereinafter provided.

8.02 All **time** limits specified above may be extended by mutual written agreement.

8.03 Where it appears that two (2) or more **employees** have the **same** grievance arising out of identical circumstances the **Union** shall process the grievances **as** one grievance subject to all applicable provisions under the grievance procedure.

8.04 Full-time representatives of the Ontario Public Service **Employees** Union may be present at any meetings of the parties.

8.05 If at any step of the grievance procedure the grievance **has not** been processed by the **Employer** within the **time** limits as prescribed, the grievance shall be advanced to the next step.

#### **ARTICLE 9 - DISCHARGES AND GRIEVANCES**

9.01 A claim by an **employee** who has completed the probationary period that he has been discharged or disciplined or dismissed without just cause shall be treated **as a grievance** if a written **statement of grievance** is lodged with the **grievance** Head at **Step No. 2** of the **Grievance Procedure** within (7) working days after the **employee** ceases working for the **Employer** and for the purposes of this Article, **Step No. 1** shall be waived. **Such** special grievances may be settled by **mutual agreement** at any time including after the release of the award.

9.02 A discharged **employee** shall be advised in writing by the employer of the reason for the discharge within **three (3)** working days of date of discharge.

9.03 **As far as reasonably** practicable, **fourteen (14)** days' notice of lay-off shall be given to **employees**, subject **however**, to the statutory provisions of The Employment Standards Act of the Province of Ontario, which specifies the minimum notice to be given under certain circumstances.

#### **ARTICLE 10 - POLICE GRIEVANCE**

10.0 It is understood that the **Employer** may bring forward at any meeting held with the **grievance** committee any complaint with respect to the conduct of any **employee** covered by this Agreement or any complaint with respect to the conduct of officers, committee members or **Union** representatives and if such

complaint of the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and revert to arbitration in the same way as a grievance of an employee.

10.02 Similarly, the Union shall have the right to process policy grievances which are not otherwise processed by individual employees.

10.03 All policy grievances shall be initiated in writing at Step 3 of the Grievance Procedure.

10.04 "Policy Grievance" is defined for the purposes of this Agreement as a grievance which does not depend upon the behaviour of an individual employee or group of employees or one that does not affect the individual or a group specifically.

10.05 Group Grievance Procedure

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee, filed at Step 2 of the Grievance Procedure within ten (10) working days of the incident becoming known to the grievors.

The remaining provisions of the Grievance and Arbitration procedure shall then apply with respect to the processing of such grievance.

ARTICLE 11 - ARBITRATION

11.01 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, 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 the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its appointee to the Arbitration Board. The two 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. If the recipient of the notice fails to appoint an arbitrator, or

if the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs. Each of the parties hereto shall jointly bear the expenses of the third party, and any cost of the place of hearing of such arbitration if and when the necessity arises.

11.02 The Board of Arbitration shall not have any power to alter, modify or change any of the provisions of this Agreement or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

11.03 **Single Arbitrator**

Notwithstanding the foregoing provisions of this Article, the parties hereto may in substitution for the above procedure agree in writing to appoint one (1) arbitrator satisfactory to both parties, in which case such arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Article.

**ARTICLE 12 - BULLETIN BOARD**

12.01 It is agreed and understood that the Employer shall provide at no cost to the Union and shall place in a mutually agreeable location, three (3) bulletin boards to be used solely for the purpose of posting Union notices and job postings. Such notices shall not be removed by unauthorized personnel.

The locations shall be:

1. R.C.C. Main Bulletin Board
2. Basement Tower Building Main Bulletin Board
3. Riverview Hospital Main Bulletin Board

12.02 Such notices shall be submitted by a representative of the Union to the office of the Vice-president Human Resources for approval. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other literature on the Hospital's property, unless initialled by the Union Local President and the Vice-president Human Resources of the Employer or his designate.

**ARTICLE - FILLING OF VACANCIES AND JOB POSTING**

13.01 An application for transfer system will be established by the Employer under which any employee will be able to fill out an appropriate form indicating his interest in working within the bargaining unit elsewhere in the Hospital and his name shall be given consideration when a vacancy occurs. Where there is more than one application for a position from members of the bargaining unit and where qualifications, competence and skill are relatively equal, seniority shall be the deciding factor.

Prior to making a promotion or filling a new position or vacancy within the bargaining unit, the Employer shall post on the bulletin boards a notice of the position stating the location, title, description and salary range. Such notice shall be posted for a minimum of five (5) days (exclusive of Saturdays, Sundays and statutory holidays) in order that all members of the bargaining unit will know that the position is open and will be able to make written application to the appropriate Department Head. Where there is more than one application for a position and where qualifications, competence and skill are relatively equal, seniority shall be the deciding factor. The Hospital shall send to the Union notification of the successful applicant.

The following provision shall apply to the Child Care Classifications only. When a vacancy or new job has been filled through the Job Posting procedure, other vacancies which result from the filling of that new job or vacancy need not be posted, but may be filled by the Hospital, giving recognition, however, to the employees' seniority where qualifications, competence and skills are relatively equal.

13.02 Upon promotion to a higher classification an employee within the bargaining unit shall be paid at an increment level in the new classification which will result in a higher salary rate than the employee had received prior to such promotion and shall retain the same anniversary date for determining entitlement to future salary increments.

An employee promoted to a higher classification shall be entitled to a trial period in the new position of 60 working days and if at the expiration of that period he is found by the Employer to be unsuitable or if the employee does not wish to continue in the new position, he shall be entitled to return to his former position without loss of pay, seniority or other benefits, displacing any member of the bargaining unit who has filled that position during such trial period.

**ARTICLE 14 - SENIORITY**

14.01 **Probationary Period**

Until an employee has completed a probationary period of sixty (60) working days within a six (6) month period, he shall be considered to be on a probationary basis, having no seniority rights and his employment may be terminated by the Employer without recourse to the grievance and arbitration procedures of this Agreement. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing, dating from the date upon which his current period of employment originated.

It is mutually agreed that within the first thirty (30) days of employment, an evaluation will be made of the probationary employee so that the Hospital can assess the employee's performance and the employee may be made aware of any deficiencies.

14.02 An employee's seniority shall be cancelled and his employment shall be terminated for any of the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged and his discharge is not reversed through the grievance procedure;
- (c) if the employee has been laid off and fails to indicate his intention to return to work within five (5) days and to return within fourteen (14) days after he has been notified by the Hospital to do so through registered mail addressed to the last address on the records of the Hospital;
- (d) if the employee is absent from work for more than two (2) consecutive working days without providing a reason satisfactory to the Hospital for such absence;
- (e) if the employee overstays a leave of absence granted by the Hospital Without providing a reason satisfactory to the Hospital;
- (f) if the employee has been laid off for a period in excess of one (1) year without being recalled to work by the Hospital;
- (g) if the employee retires;
- (h) if the employee is absent due to illness or injury for a period in excess of one (1) year;
- (i) In the case of employees returning to work from illness or injury covered in paragraph (h) above, the employee must work for twenty

- (20) continuous days before establishing a new absence period ~~unless~~ the new absence is due to a new unrelated injury or illness,
- (j) if the employee as a condition of ~~employment~~ fails to pass professional society exam which lead to professional registration or certification requirements. **This** shall not adversely affect any employee hired prior to October 23, 1990.

14.03 Seniority shall **mean** length of continuous employment with the Employer since last date of hire. ~~Hospital-wide~~ seniority within the bargaining unit will determine an employee's length of vacation entitlement and sick leave entitlement.

14.04 Provided that the qualifications, ~~competence~~ and skill of employees in a classification are relatively equal, ~~hospital-wide~~ seniority in a classification within the bargaining unit shall govern in the case of a lay-off caused by a reduction in the work force. For the above purpose it is agreed that there will be no differentiation between ~~members~~ of the same classification working in any area or unit of the Employer's hospitals.

An employee who is scheduled to be laid off because of a reduction in the number of ~~employees~~ in his classification will be entitled to displace the ~~employee~~ having the lowest seniority in any lower paid classification for which he has the required qualifications, ~~competence~~ and skill and providing that the displaced ~~employee~~ has less seniority than the person being laid off.

14.05 **When** a vacancy arises in a classification where a lay-off occurred, the Employer will fill such **vacancy** in inverse sequence of lay-off, the intent being to restore laid-off and displaced employees to their ~~former~~ classification provided that the eligible ~~employee~~ has the qualifications, ~~competence~~ and skill for the position which is vacant. The Employer also agrees to rehire employees from the recall list who have the qualifications, ~~competence~~ and skill required for the available positions before hiring from the open market.

14.06 The ~~employee~~ recalled and reinstated to his former position shall receive the appropriate rate of pay for that position at **the** time of recall. Any ~~employee~~ recalled and reinstated to any other position will receive the appropriate rate of pay for such position at the **time** of recall.

14.07 Transfers and seniority outside the Bargaining unit

No employee shall be transferred to a full-time or part-time position outside the bargaining unit without his consent. If an employee accepts a position in a classification outside the bargaining unit, she will retain her seniority within the bargaining unit for a period of one (1) year but shall not continue to accumulate seniority in the bargaining unit.

14.08 seniority List

A seniority list shall be submitted to the Union and posted on the bulletin boards in the months of May and November in each year. The seniority list shall show each employee's date of hire as well as the date on which they commenced employment in their present employment classification.

14.09 Temporary Upgrading

When an employee is temporarily promoted to a higher rated occupational classification, she shall receive an increase in salary of five (\$5.00) per day for each day such assignment remains calculated from the initial appointment to such duties.

This salary increase shall only apply if the temporary promotion is to fill in for a planned absence of the employee whose place is being filled as in the case of absence during vacation, on maternity leave, leave of absence on personal or Hospital business, because of illness or injury exceeding three (3) consecutive days or because of a vacant or new position within the bargaining unit.

14.10 Notice of Lay-Off

In the event of a proposed lay-off at the Hospital of a permanent or long-term nature as defined by The Employment Standards Act (presently 13 weeks) the Hospital will meet with the Union prior to notifying the employees to be affected by such lay-off in order to give due consideration to its implementation and to any alternatives that may be proposed by the Union.

ARTICLE 15 - TECHNOLOGICAL CHANGES

15.01 (a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee in the bargaining unit, the Employer agrees to meet with the Union prior to implementation of such change



or changes and agrees to pay for the necessary retraining or upgrading of the employee affected by the change. Where documentation such as policy changes which significantly impact on the members of the bargaining unit is being distributed to Department Heads, the Employer will provide a copy to the Union President.

(b) **Where** the Employer alters an employee's job description in the bargaining unit, the Employer agrees at the earliest reasonable time to notify the employee of such change or changes. If requested by the affected employee(s), the Employer will meet to discuss the effect of such changes and the employee(s) at their option may have a Union Representative present. Upon request, the Employer will provide the Union President with a copy of any bargaining unit job description.

#### **ARTICLE 16 - SICK LEAVE**

16.01 Sick leave **means** the period of **time** an employee is absent from work by virtue of being sick or disabled due to illness or injury not compensable under The Worker's Compensation Act or because of being quarantined on the order of the Medical Officer of Health.

16.02 At the completion of an employee's probationary period, an employee within the Bargaining Unit shall be entitled to one (1) day's sick leave with pay for each full month of continuous employment since last date of hire, Thereafter such employee shall be entitled to one (1) day's sick leave with pay for each additional month of continuous employment and when an employee has completed one (1) year of continuous employment, one and one-half (1-1/2) days' sick leave for each additional month of employment.

16.03 The **unused** portion of an employee's sick leave entitlement including the accumulated sick leave credits due the employee prior to the execution of **this** agreement, shall accumulate to a maximum of **One** Hundred and **Seventy-Five** (175) days.

16.04 In the event of illness, sick leave credits accumulated after September 1st, 1974, shall be **used** before any sick leave credit accumulated prior to that date is charged.

16.05 On termination of employment, employees shall be paid a cash settlement for the unused portion of accumulated sick leave credit and the cash settlement shall be calculated as follows:

The proportion of sick leave credits accumulated from and after September 1st, 1974, in accordance with the formula set out hereunder:

Two years' continuous service	- 25%
Three years' continuous service	- 33%
Four years' continuous service	- 40%
Five years' continuous service	- 50%

plus

One Hundred Per Cent (100%) of all unused sick leave credits accumulated prior to September 1st, 1974.

Provided, however, that the total cash settlement paid on termination of employment shall in no case exceed the equivalent of seventy-five (75) days' pay.

16.06 An employee shall not be entitled to sick leave pay for the first and second days' absence from work during the fourth and successive illnesses in any calendar year of employment, provided, however, that if an employee is sent home from work because of illness or injury, such absence will not be counted as one of the "fourth and successive illnesses" referred to above if the employee returns to work on the next scheduled work day. This provision may be waived in the sole discretion of the Employer without prejudice in appropriate circumstances, and shall be waived by the Employer in the case of an employee who at the time the fourth or successive illness occurs, has not less than two (2) year's continuous service, subject to the provisions of Paragraph 16.07 hereof.

16.07 It is mutually agreed that when an employee is absent from his employment due to illness, the Hospital shall be entitled to require production of a doctor's certificate by such employee before any wages are paid to him for the time for which he was so absent.

16.08 Absence due to illness or injury, compensable by The Workers' Compensation Board, shall not be charged against sick leave credits or entitlements.

**16.09 Sick Leave Credits During Leave of Absence**

When an employee is given leave of absence without pay for any reasons (except for Union business) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, sick leave credits shall not accrue to the employee but he shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

**16.10 Leave of Absence Without Pay Due to Illness**

Leave of absence without pay may, at the discretion of the Hospital, be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Such leave of absence must be applied for in writing to the employee's Department Head.

**16.11 Sick Leave Records**

A record of all unused sick leave will be kept by the Hospital. All employees are to be advised once a year by March 31st, of the amount of sick leave accrued to their credits as of the previous year end.

**16.12 Payment to Estate Beneficiary**

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 to such employee as provided for in Article 16.05 herein, provided such employee at the date of death had not less than two (2) years' seniority with the Hospital.

**ARTICLE 17 - LEAVE OF ABSENCE**

**17.01 Personal Reasons**

The Hospital may grant leave of absence for personal reasons. Such leave of absence shall be applied for in writing by the employee to the Department Head at least two (2) weeks prior to the contemplated commencement of the leave of absence. This provision for advance notice shall be waived in cases of emergency. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from his work. In cases of emergency, reasons and contemplated length of time away will be called in as soon as possible. It is understood that while an employee is on leave of absence, he shall not engage in gainful employment and

that if he does engage in such gainful employment, he shall forfeit all seniority rights under this Agreement. Leave of absence for personal reasons shall not exceed a period of three (3) months.

17.02 Union Business

Leave of absence for Union business shall be applied for in writing by the employee to his or her Department Head at least two (2) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time he shall be away from his work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, education program or special executive board meetings. An employee shall be allowed to make applications for leave of absence for Union business only twice in any calendar year and the total of such leave of absence shall not be for longer than a two (2) week period. Not more than two (2) employees shall be eligible for leave of absence for Union business at one time. The President will be allowed to be absent for Union business up to 15 days in each calendar year and a member of the Bargaining Unit who is elected to the Executive Board of Executive Committee of the Union will be allowed to be absent for Union business up to 30 days in each calendar year.

When an employee is elected as the Union's President or First Vice-President (Provincially), the Union will immediately following such election advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

17.03 Pregnancy Leave

Leave of absence without pay or other benefit will be granted due to pregnancy and an employee will commence such leave of absence at the discretion of the employee's attending physician. To be eligible for leave of absence due to pregnancy, an employee must have been in the continuous service of the Employer for not less than one year prior to the commencement of the leave of absence. The duration of pregnancy leave shall be the period recognized by The Employment Standards Act of the Province of Ontario as amended from time to time (now 17 weeks) and during the period of such leave of absence, the seniority existing at the commencement of the leave of absence shall be retained but shall

not accrue. When the leave of absence has expired, the employee shall be entitled to resume her former job at the current rate of pay and with the benefits currently enjoyed. The provisions of Part II of The Employment Standards Act of the Province of Ontario as amended from time to time shall be incorporated into and form part of this Agreement.

An employee may, upon request, extend this leave of absence to a six month period in total and when such extended leave of absence has expired, the employee shall be entitled to resume her former job at the current rate of pay and with the benefits currently enjoyed.

17.04 Supplementary Unemployment Benefit Plan

An employee entitled to pregnancy leave under this article who provides the Hospital with proof that she has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to Section 18, Unemployment Insurance Act, 1971 shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) For the first two weeks, the employee will not be entitled to any payment (other than Unemployment Insurance Benefits), and
- (b) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly U.I.C. Benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five (75%) per cent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

17.05 Adoption Leave

Where an employee with at least one year of seniority qualifies to adopt a child, such employee may be entitled to a Leave of Absence without pay for a period of time taking into consideration the requirements of any Adopting Agency up to a maximum of six (6) months. Such employee shall advise the Hospital 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, It is understood that during any such leave, credit for service or seniority for the purposes of salary increments, vacations, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of the absence.

17.06 Educational Leave

(a) The Employer recognizes the desirability of employees in the bargaining unit maintaining and improving their knowledge in their respective areas of practice and for that purpose will give consideration to requests made to their Department Head or Supervisor for leaves of absence for members of the bargaining unit with or without pay to attend educational seminars, courses or conferences. It is acknowledged that this is not an undertaking or guarantee to honour such requests when made but a statement of policy which will be administered at the Employer's sole discretion subject to staffing requirements and financial considerations. Each application for Educational Leave shall be reviewed separately and considered on its own merits.

(b) Employees who, as a condition of employment, must meet professional registration, or certification requirements, will be granted Leaves of Absence with pay in order to write professional society exams leading to such registration or certification.

(c) Where the Employer requires or requests that an employee obtain or retain a license or certification outside the normal requirements for the classification, the necessary time involved as mutually agreed will be treated as paid time at the regular rate of pay.

17.07 Jury and Witness Duty

Employees who are called to 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 privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his duty, the employee shall obtain a certificate from the Court, showing the period of his jury or witness service and shall deposit this certificate together with the full amount of the compensation but not including travelling allowance, with the Hospital Business Office.

17.08 Bereavement Leave

The Hospital will reimburse an employee for lost wages while absent to attend the burial of any member of his immediate family, namely: spouse, child, father, father-in-law, mother, mother-in-law, sister, brother, sister-in-law, brother-in-law, step-mother, step-father or legal guardian, grandparent or grandchild. Such reimbursement is based on the principle that no employee is to suffer loss of wages for his or her scheduled work days lost up to a maximum of three (3) days between death and burial.

17.09 Leave of Absence - Vacation Credits

Vacation credits will not accrue during leave of absence without pay, except for leave of absence on Union business for one month or less.

17.10 Prepaid Leave

Effective three (3) months following ratification or arbitration decision, the Hospital agrees to introduce a prepaid leave programme, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to defer a portion of their salary according to one of the following schedules, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801:
  - (i) three (3) years deferral of up to twenty-five (25) percent of annual salary followed by a one (1) year leave of absence; or
  - (ii) four (4) years deferral of up to twenty (20) percent of annual salary followed by one (1) year leave of absence.
- (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 programme (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall not exceed one (1) per department. However, consideration shall be given to more than one (1) employee taking this leave in departments characterized by independently functioning, multi-units. The year for purposes of the programme shall be September 1 of one year to August 31 of the following year or

such other twelve (12) month period as may be agreed upon by the ~~employee~~ and the Hospital.

- (d) Written applications will be reviewed by the appropriate Vice-President, or Executive Director, R.C.C., or his/her designate. Leaves for the purpose of pursuing further formal education or ~~post-graduate~~ training 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 agreed upon ~~period~~ of salary deferral, the appropriate amount of the employee's gross annual salary (according to stipulations of the above schedule) will be deducted and held for the employee and will not be accessible to him/ her until the year of the leave, or upon withdrawal ~~from~~ the plan.
- (f) The manner in which the deferral 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 schedule of payment as may be agreed upon between the Hospital and ~~employee~~.
- (h) All benefits shall be kept whole during the 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 the leave. **The employee shall become responsible** for the full payment **of premiums** for any health and welfare benefits in which he/she is participating. Contributions to H.O.O.P.P., will be in accordance with the plan.
- (i) **An employee may** withdraw from the plan at any **time** during the **deferral** portion provided three (3) **months** notice is given to ~~the appropriate~~ **Department Head**. Deferral salary, plus accrued **interest**, if any, will be returned to the ~~employee~~ within a reasonable **period** of time. In the event **of** such withdrawal from the plan by the ~~employee~~, the ~~employee~~ may have the option of being repaid either in a **lump sum**, or over **a** period of time, **commensurate** with the rate of deductions made ~~from~~ the employee's salary.
- (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 endeavor to find a temporary replacement for the employee as far in advance as practical. 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 ~~re-arranging~~ 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 him/her within a reasonable period of time.
- (l) The employee will be re-instated to his/her former position unless the position has been discontinued, in which case he/she shall be given a ~~comparable~~ job. In the event an employee decides, during the course of such leave, not to return to his/her position, at least twelve (12) weeks notice shall be given to the Employer.
- (m) Final approval for entry into the prepaid plan 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 prepaid leave programme in accordance with Article 17.10 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 Hospital to enter the prepaid **leave programme** will be appended to and form part of the written agreement.

#### **ARTICLE 18 - HOURS OF WORK**

18.01 (a) The Employer having converted to a **37-1/2** hour week **as** of June 1, 1982, it is agreed that the normal or standard work week shall be an average of thirty-seven and me-half (**37-1/2**) hours, with a normal or standard work day of seven and one-half (**7-1/2**) hours. Time and one-half (**1-1/2**) shall be paid for

all hours worked in excess of 7-1/2 hours per day exclusive of a lunch period or in excess of seventy-five (75) hours in a two (2) week period.

(b) Overtime will be offered to the most senior employee in the classification in the area or unit in rotation and if the offer is rejected, that employee must wait until his or her turn comes up again within the area or unit. For the purpose of this Article, Child Care Assistants, Child and Youth Workers I and II, and Child Care Workers III shall be considered one classification.

**18.02** Following consultation with the Union and the employee or employees concerned, a Department Head or Supervisor may establish for a classification or classifications in this bargaining unit, a variable schedule or schedules to accommodate interviews with patients and/or their families outside the normal working hours and in that event, hours worked pursuant to such schedule or schedules shall be paid at regular straight time rates unless they exceed seventy-five (75) hours in a two-week pay period.

**18.03** There shall be four (4) days scheduled off within the above mentioned two-week pay period and the Hospital will schedule at least one (1) weekend in three(3) or at least two (2) consecutive days as days off, unless altered by mutual consent between the Hospital and employee. The hours of each shift shall be scheduled on a consecutive basis to avoid split shifts. Work schedules will be posted at least two weeks in advance. Regular work schedules will not require employees to work more than seven (7) consecutive days unless by mutual agreement between the employee(s) and the Department Head.

**18.04** Except in cases of emergency, all overtime shall be authorized and approved in advance by the Supervisor or Department Head. Any overtime shall be compensated at the rate of one and one-half (1-1/2) hours pay for each hour worked.

**18.05** Overtime hours worked may, at the employee's option, be taken as time off (on the basis of time and one-half for each hours of overtime) at a time or times mutually agreeable to the Employer and employee not later than the next pay period following the pay period in which the overtime hours were worked, If the employee does not elect to take such option or if equivalent time off within such pay period cannot be mutually agreed upon, the overtime hours shall be paid at one and one-half (1-1/2) times the regular straight time rate. An extension of

the period within which required time off for overtime worked is to be taken, may be granted by the appropriate Department Head or Supervisor.

18.06 Rest Periods

There shall be a fifteen (15) minute rest period during each half of a full shift worked at a time approved by the Department Head or Supervisor. An occasional loss of an employee's rest period due to an emergency shall not entitle the employee to financial reimbursement or equivalent time off. The normal schedule of fifteen (15) minute breaks will be followed unless a request is made by an employee to substitute one-half (1/2) hour break in a shift in lieu of two fifteen (15) minute breaks and the immediate supervisor agrees that circumstances so require. If allowed, the term for the half (1/2) hour break will be taken at a time agreed upon by the employee and the supervisor. Such requests will not be unreasonably withheld.

18.07 Meal Voucher

An employee required to work two (2) hours or more overtime in any day in addition to his or her regular seven and one-half (7-1/2) hour shift shall be supplied with a voucher entitling him or her to a free meal in the Hospital dining roan, or a cash allowance in lieu thereof if the dining roan is closed, to a maxim of \$3.50.

**ARTICLE 19 - HOLIDAYS**

19.01 The following will be recognized by the Hospital as paid Holidays:

<b>New Year's Day</b>	<b>Labour Day</b>
Good Friday	Thanksgiving Day
<b>Victoria Day</b>	<b>Remembrance Day</b>
<b>Canada Day</b>	Christmas Day
Civic Holiday	Boxing Day
Second Monday in June	

19.02 The Hospital will recognize as a paid Holiday in addition to those days listed above, the second Monday in February, or if an additional Holiday is proclaimed, such proclaimed day will be substituted in lieu thereof, the intent being to recognize twelve (12) paid Holidays.

19.03 If any employee is scheduled to work on a paid holiday and actually works, he shall be paid at the rate of time and one-half for work performed on such holiday in addition to such employee's regular pay. An employee may, however, elect to take equivalent time off in lieu of premium pay, provided however, that the employee's Department Head is notified of such election prior to the employee working the holiday. The time off in lieu of premium pay shall be at a time mutually agreed upon by the employee and the employee's Department Head. As needed, Employees will be scheduled to work on a rotational basis within the work area according to seniority under this section.

ARTICLE 20 - VACATIONS WITH PAY

20.01 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.

20.02 Employees in the bargaining unit 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:

1 month's continuous service -	1-1/4 days vacation with pay
2 months' continuous service -	2-1/2 days vacation with pay
3 months' continuous service -	3-3/4 days vacation with pay
4 months' continuous service -	5 days vacation with pay
5 months' continuous service -	6-1/4 days vacation with pay
6 months' continuous service -	7-1/2 days vacation with pay
7 months' continuous service -	8-3/4 days vacation with pay
8 months' continuous service -	10 days vacation with pay
9 months' continuous service -	11-1/4 days vacation with pay
10 months' continuous service -	12-1/2 days vacation with pay
11 months' continuous service -	13-3/4 days vacation with pay

Such vacation with pay shall be taken after completion of an employee's probationary period.

20.03 Employees in the bargaining unit who have one year of continuous service but less than four (4) years of continuous service, shall be entitled to vacation of three (3) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

20.04 Employees in the bargaining unit who have four (4) years of continuous service but less than thirteen (13) years of continuous service, effective with the 1990 vacation year, shall be entitled to a vacation of four (4) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

20.05 Employees in the bargaining unit who have thirteen (13) years or more of continuous service but less than twenty-five (25) years of continuous service, effective with the 1990 vacation year, shall be entitled to vacation of five (5) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

20.06 Employees in the bargaining unit who have twenty-five (25) years or more of continuous service shall be entitled to vacation of six (6) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

20.07 Notwithstanding the provisions of Article 18, it is agreed that the present "camping" arrangement whereby "lieu time" will be recognized for staff who take part in the present camping programme for patients of the Regional Children's Centre will be continued on the same basis as in the past so that equivalent time off will be recognized but on the basis of one day off for one day worked. If an employee is requested by the employer to use personal transportation for the above purpose, he or she will receive mileage payments in accordance with Article 24.01 hereof.

20.08 Choice of an employee's vacation period shall be on the basis of department and/or unit seniority, recognizing the necessity of the employer maintaining sufficient staff in each classification to ensure the efficient operation of the Hospital. For the above purpose, the Riverview Unit, Prince Road Unit and Regional Children's Centre, shall be considered as separate units.

## **ARTICLE 21 - BENEFITS**

### **21.01 Pension Plan**

It is agreed that employees will participate in the Hospital's of Ontario Pension Plan, administered by the Ontario Hospital Association, and that the Employer will pay the Employer's share of contributions payable thereunder

and will deduct from eligible employees' wages the required portion of his or her earnings and remit same to the said Plan. It is agreed that enrollment in such pension plan will be in accordance with the requirements of such plan.

21.02 Life Insurance

The Hospital will assume the responsibility of paying One Hundred Per Cent (100%) of the premium cost of the Hospitals of Ontario Group Life Insurance Plan or its equivalent. Such plan provides coverage up to two times an employee's annual salary calculated to the nearest Five Hundred Dollars (\$500.00). Such plan also permits an employee to add insurance on his or her spouse at the employee's expense.

21.03 Drug Prescription Plan

The Hospital will provide employees in the bargaining unit with the Green Shield Extended Health Care Plan (\$10 - \$20 deductible) which includes mandatory drug selection and will pay 100% of the premium charged therefor.

21.04 Dental Plan

The Hospital will provide employees in the bargaining unit with a prepaid Dental Plan (Green Shield Plan 66 or equivalent) for either single or family coverage, whichever is applicable and it will pay Seventy-Five Per Cent (75%) of the premium charged therefor based on current O.D.A. Tariff.

21.05 Semi-Private Hospitalization

The Hospital will provide employees in the bargaining unit with Semi-Private Hospitalization and it will pay Fifty Per Cent (50%) of the premium charged therefor. Effective April 1, 1991, the Hospital will pay One Hundred (100%) of the premium charged.

21.06 Audio Plan

The Hospital will provide employees in the bargaining unit with the Green Shield Audio Plan and it will pay Seventy-Five Per Cent (75%) of the premium charged therefor. Effective April 1, 1991, the Hospital will pay One Hundred Per Cent (100%) of the premium charged.

21.07 Vision Care Plan

The Hospital will provide employees in the bargaining unit with the Green Shield Vision Care Plan (\$60.00 every 24 months - effective April 1, 1991 increased to \$90.00 every 24 months) and it will pay Seventy-Five Per Cent (75%) of the premium charged therefor.

21.08 Existing Benefits Remain

Any benefit plans, including the pension plan, in existence now shall remain in full force for the duration of the collective agreement. However, the Hospital shall have the right, during the term of this Agreement, to substitute a different carrier provided that:

1. The substituted plan shall not result in a decrease in any benefit provided by the existing plan, and
2. Sixty (60) days notice will be given to the Union of the Hospital's intention to substitute a different carrier, with full details of the plan being substituted provided to the Union, and
3. Representatives of the Hospital will meet with the Union, if requested, to review and **discuss** any problems involved in such substitution.

21.09 Premiums Paid During Illness

The Hospital agrees to continue to pay said premiums on behalf of employees who are absent because of illness or injury for the balance of the month in which said illness or injury occurs **and** for the month immediately following and for such further period, if any, that the employee continues to receive paid sick leave benefits.

21.10 Medical Plans While On Lay-Off Or On Leave Of Absence

The Employer agrees to continue an employee's applicable benefit plan coverage while on lay-off or while on an unpaid approved leave of absence in excess of thirty (30) days, provided that:

1. the employee has seniority;
2. the employee has requested in WRITING continuation of **such** coverage;
3. the Employer has received from the employee prior to each premium due date, sufficient funds to pay such premiums.

ARTICLE 22 - UNIFORMS

The Employer will continue during the term of this Agreement, the existing policies with respect to the provision of uniforms or protective clothing.

**ARTICLE 23 - PERSONNEL FILES**

An employee may request to examine his personnel file quarterly during normal working hours of the Human Resources Department and upon reasonable notice.

**ARTICLE 24 - MILEAGE RATES**

Employees using their own cars on approved business of the Employer, shall receive mileage allowance to be in accordance with Hospital policy, which shall not be less than 27¢ per kilometer on the understanding that employees will carry a \$1,000,000 personal liability insurance.

**ARTICLE 25 - OCCUPATIONAL CLASSIFICATIONS AND WAGES**

Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of this Agreement.

25.02 In the event that a new occupational classification which is covered by the terms of the collective agreement is decided upon by the Employer as necessary to its operation, then the work, the job title and the wage rates shall first be determined and acted upon by the Employer for the purpose of assigning an employee and proceeding with the task to be then performed. Thereafter the Employer shall immediately notify the Union by registered mail of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one month of the date of such notice having been received, the new occupational classification shall be deemed to have become a modification of Appendix "A" of this Agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any differ —. If such difference between the parties is not resolved by this means, then the Employer's decision shall stand for the purpose of continuing to have the work performed and the dispute shall be submitted to the Grievance Procedure at Step 3.

25.03 **Stand-By Pay**

(a) **Scheduled Stand-By-Pay**

An employee who is scheduled on stand-by outside their regular scheduled working hours shall be paid \$2.00 for each hour on stand-by.



(b) Call Back Pay While On Stand-By

The payment in (a) above shall cease during the time an employee is called back to work while on a scheduled stand-by and the employee shall be paid at the rate of regular time and one-half for all hours worked with a minimum of two (2) hours at time and one-half. When called back on stand-by, an employee shall be paid a transportation allowance in accordance with Article 24 for the use of their automobile up to a maximum of 60 kilometers for each round trip or the Employer will reimburse the employee for taxi fare within the City limits.

25.04 call-In Pay

When an employee having left the Hospital following the completion of their regular shift, who has not been scheduled for stand-by, is required to return to the Hospital for duty before the next regular shift, he shall be paid a minimum of four (4) hours at regular straight time hourly rate for each call back and such employee will not leave the Hospital Without obtaining a written release from the Supervisor on duty.

When an employee is on a statutory holiday and is called in for duty, the employee shall be paid at one and one-half (1-1/2) times their regular rate for all hours worked with a minimum of four (4) hours at time and one-half.

25.05 Off-Shift Premium

The Employer will pay to employees in the bargaining unit an additional 45¢ per hour whenever 50% or more of the hours worked on such shift falls between the hours of 3:00 p.m. and 8:00 a.m of the following day.

ARTICLE 26 - PART-TIME EMPLOYEES

26.01 Part-time employees in the bargaining unit (being those who normally work Fifteen [15] hours or more but less than Thirty-Seven and One-Half [37-1/2] hours, exclusive of half-hour lunch periods, in a week) shall be entitled to receive the same proportion of the following benefits accrued to full-time employees as the part-time employees' hours worked in a pay period bear to the regular hours of a full-time employee:

Wages	Dental Plan
Sick Leave	Semi-Private
Vacations with pay	Audio Plan
Holidays	Vision Care Plan
Drug Prescription Plan	

It is acknowledged that part-time employees are entitled to participate in the Hospitals of Ontario Pension Plan but not in the Group Life Insurance Plan.

**ARTICLE 27 - TEMPORARY VACANCIES**

27.01 Temporary vacancies created by full-time employees being on pregnancy, adoption, sickness or approved leave of absences exceeding sixty (60) days, will be filled as follows:

- (a) A regular part-time employee who has completed the probationary period will be given preference on a rotational basis in accordance with qualifications and ability to fill the position.
- (b) If a regular part-time employee is not available then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
- (c) If position cannot be filled under sections (a) and (b) above, then the Hospital may fill that position as it sees fit.
- (d) Once the temporary vacancy ceases, the employee shall be returned to her former position. If a person hired under this Article fills the temporary vacancy, the release of such person shall not be the subject of a grievance or arbitration.

27.02 **Temporary Vacancies**

The Hospital agrees that for the purpose of this Agreement temporary full-time employees employed for periods of six (6) months or more shall become members of the bargaining unit after six (6) months of continuous employment.

**ARTICLE 28 - PROJECT EMPLOYEES**

28.01 Employees hired under a specially funded project which does not involve work currently performed by employees in an existing position for a defined term shall be covered by the provision of this Agreement except that the employee shall not have Hospital-wide seniority under Article 14.04 until the earlier of thirty (30) months or the point when the program is incorporated into the Departmental base budget at which time the employee's Hospital-wide seniority shall be the date of hire.



**ARTICLE 29 - CONTRACTING OUT**

29.01 The Hospital shall not contract out work usually **performed** by members of this bargaining unit if, as a result of such contracting out, a lay-off of any bargaining unit employee occurs. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply in circumstances where the Hospital no longer provides particular services as a result of the rationalization or sharing of services between Hospitals or Agencies, or **as** a result of the withdrawal of the Hospital's license or authority to perform such services.

**ARTICLE 30 - PROFESSIONAL RESPONSIBILITY**

In the event an employee has cause for concern that their professional standards are being ~~compromised~~, the employee shall first pursue resolution with their ~~immediate~~ supervisor and/or Department Head.


Failing resolution of the ~~complaint~~ the employee shall meet with the appropriate Department Head and Vice-president (or Executive Director, R.C.C.) who shall hear **and** attempt to resolve the ~~complaint~~ to the satisfaction of both parties.

**ARTICLE 31 - DURATION OF AGREEMENT**

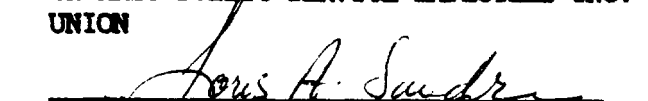
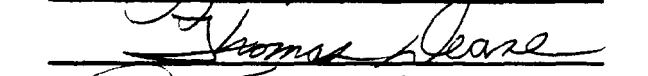
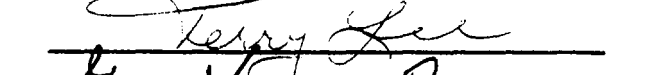
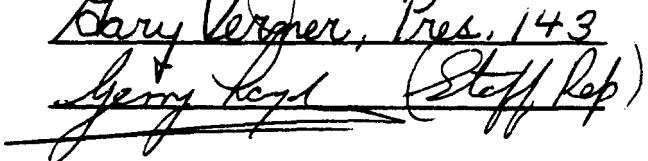
30.01 Except as otherwise stated herein, this Agreement shall be deemed to have ~~come~~ into force on the 1st day of April, 1990 and shall remain in force until the 31st day of March, 1992, and thereafter unless either party notifies the other in writing of its' desire to revise or **amend** or make a new agreement within ninety (90) days prior to the 31st day of March, 1992. 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 caused these presents to be executed by their duly authorized signing officers at Windsor, Ontario, this 18th day of January 1998.

WINDSOR WESTERN HOSPITAL CENTRE.

  
\_\_\_\_\_  
Patrick C. Price  
\_\_\_\_\_  
Martin Birch

ONTARIO PUBLIC SERVICE EMPLOYEES INC.  
UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Gary Verger, Pres. 143  
 (Staff Rep)

O.P.S.E.U. - SALARY RANGES

APPENDIX "A"

Effective: April 1, 1990 - March 31, 1992

		<u>Effective</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>	<u>6 Yrs.</u>
AUDIOLOGIST (M.A.)	Spec. Adj.	April 1/90	35,074	36,532	37,990	39,448	40,907		
		April 1/90	37,108	38,651	40,193	41,736	43,280		
		April 1/91	39,223	40,854	42,484	44,115	45,747		
PSYCHOLOGIST I (Ph.D.)	Spec. Adj.	April 1/90	46,096	48,666	51,236	53,806	56,376		
		April 1/90	48,770	51,489	54,208	56,927	59,646		
		April 1/91	51,550	54,424	57,298	60,172	63,046		
PSYCHOMETRIST II (M.A.)		April 1/90	34,736	35,932	37,209	38,566	39,926	41,361	43,083
		April 1/91	36,716	37,980	39,330	40,764	42,202	43,719	45,539
PSYCHOMETRIST I (HON.B.A.)		April 1/90	29,699	30,737	31,856	32,978	34,096	35,295	
		April 1/91	31,392	32,489	33,672	34,858	36,039	37,307	
SOCIAL WORKER II (M.S.W.)	Spec. Adj.	April 1/90	34,227	35,360	36,567	37,772	39,057	40,418	41,777
		April 1/90	36,212	37,411	38,688	39,963	41,322	42,762	44,200
		April 1/91	38,276	39,543	40,893	42,241	43,677	45,199	46,719
SOCIAL WORKER I (B.S.W.)	Spec. Adj.	April 1/90	29,399	30,374	31,359	32,415	33,470		
		April 1/90	31,104	32,136	33,178	34,295	35,411		
		April 1/91	32,877	33,968	35,069	36,250	37,429		

O.P.S.E.U. - SALARY RANGES

APPENDIX "A"

Effective: April 1, 1990 - March 31, 1992

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	<u>Effective</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>	<u>6 Yrs.</u>
COUNSELLOR (B.A.) (atypical)	April 1/90	27,849	28,761	29,698	30,737	31,856	32,978	
	April 1/91	29,436	30,400	31,391	32,489	33,672	34,858	
SPEECH THERAPIST (M.A.) Spec. Adj.	April 1/90	35,074	36,532	37,990	39,448	40,907		
	April 1/90	37,108	38,651	40,193	41,736	43,280		
	April 1/91	39,223	40,854	42,484	44,115	45,747		
GRADUATE SPEECH THERAPIST	April 1/90	33,397	34,786	36,174	37,562	38,952		
	April 1/91	35,301	36,769	38,236	39,703	41,172		
PHARMACIST (LICENSED) Spec. Adj.	April 1/90	40,525	41,701	42,877	44,053	45,229	46,406	
	April 1/90	42,875	44,120	45,364	46,608	47,852	49,098	
	April 1/91	45,319	46,635	47,950	49,265	50,580	51,897	
GRADUATE PHARMACY INTERN	April 1/90	38,587	39,708	40,828				
	April 1/91	40,787	41,971	43,155				
PHARMACY TECHNICIAN (DIPLOMA) Spec. Adj.	April 1/90	22,396	23,071	23,746	24,421	25,099		
	April 1/90	23,695	24,409	25,123	25,837	26,555		
	April 1/91	25,046	25,800	26,555	27,310	28,069		

O.P.S.E.U. - SALARY RANGES

APPENDIX "A"

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Effective: April 1, 1990 - March 31, 1992

	<u>Effective</u>	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>	<u>6 Yrs.</u>
RESPIRATORY THERAPIST (REG.)	April 1/90	34,372	35,145	35,918	36,719	37,476	38,264	
	April 1/91	36,331	37,148	37,965	38,812	39,612	40,445	
DIETITIANS (Reg.)	April 1/90	35,820	36,882	38,018	39,233	40,441		
	April 1/91	37,862	38,984	40,185	41,469	42,746		
SENIOR PHYSIO & OCCUP. THERAPISTS (REG.)	April 1/90	40,127	41,109	42,105	43,100	44,116	45,113	
	April 1/91	42,415	43,453	44,505	45,557	46,630	47,684	
PHYSIO & OCCUP. THERAPISTS (REG.)	Spec. Adj. April 1/90	35,781	36,656	37,544	38,431	39,337	40,226	
	April 1/90	37,856	38,782	39,722	40,660	41,619	42,559	
	April 1/91	40,014	40,993	41,986	42,978	43,991	44,985	
PHYSIO & OCCUP. THERAPIST (GRAD.)	April 1/90	34,070	34,904	35,750				
	April 1/91	36,013	36,894	37,787				
KINESIOTHERAPIST	April 1/90	34,085	34,872	35,661	36,417	37,205	38,013	
	April 1/91	36,028	36,860	37,694	38,493	39,326	40,180	
CARDIO-PULMONARY TECH.	April 1/90	33,161	33,948	34,736	35,493	36,280		
	April 1/91	35,051	35,883	36,716	37,516	38,348		

O.P.S.E.U. - SALARY RANGES

APPENDIX "A"  
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Effective: April 1, 1990 - March 31, 1992

	Effective	start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs
RECREATIONAL THERAPIST	April 1/90	28,313	29,085	29,614	30,147	30,678	31,210	
AUDIO VISUAL TECH.	April 1/91	29,927	30,743	31,302	31,865	32,427	32,989	
CRAFT THERAPIST	April 1/90	28,313	29,085	29,614				
	April 1/91	29,927	30,743	31,302				
CHILD CARE WORKER Iff	April 1/90	31,584	32,520	33,457	34,400			
	April 1/91	33,384	34,374	35,364	36,361			
CHILD AND YOUTH WORKER II	April 1/90	29,010	30,240	30,542	31,381			
	April 1/91	30,664	31,964	32,283	33,170			
CHILD CARE AND YOUTH WORKER I	April 1/90	28,024	28,727	29,494	30,258			
	April 1/91	29,621	30,364	31,175	31,983			
CHILD CARE ASSISTANT	April 1/90	21,567	25,061	25,632	26,273			
	April 1/91	22,796	26,489	27,093	27,771			
E.C.E.	April 1/90	22,694						
	April 1/91	23,988						



APPENDIX "B"

31 January 1987

Ontario Public Service Employees Union,  
1901 Yonge Street,  
TORONTO, Ontario M4S 2Z5

Attention: Mr. M. P. Licastro,  
Negotiator

Gentlemen:

Re: Child Care Assistant Courses -  
Reimbursement of Tuition Fee

Upon the successful completion of each child care course taken by a Child Care Assistant which contributes to the required professional certification of the employee, the Employer will reimburse the employee for the cost of tuition for any such course. The employee agrees to remain in the employ of the Employer for one year following the successful completion of any such course, failing which, the employee will reimburse the Employer for any tuition fee paid to the employee during the 12 month period prior to termination. In order to qualify for reimbursement, the employee must successfully complete a minimum of three such courses in consecutive years until he or she obtains professional certification. The Employer will not be required to reimburse an employee for tuition fees for more than six (6) such courses in any 12 month period.

Employees will notify the Employer when enrolling in such courses and will produce evidence of successful completion.

Yours truly

WINDSOR WESTERN HOSPITAL CENTRE INC

Per:

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Assistant executive Director

**LETTER OF UNDERSTANDING**

Between

WINDSOR ~~WESTERN HOSPITAL CENTRE~~ INC.

and

ONTARIO **PUBLIC SERVICE EMPLOYEES** UNION, **LOCAL 143**

**RE: L.T.D. BENEFITS**

The Parties agree that ratification of this Contract authorizes the Employer to make payroll deductions in a manner consistent with Dues Check-Off and remit same to the Local Union or designated carrier.

The Union agrees to be responsible for the implementation and administration of an L.T.D. Plan approved by the membership.

While on L.T.D. employees shall be deemed to be on leave of absence without pay and may elect to continue employee benefits by paying the full premium costs for a minimum of twenty-four (24) months.

Any issues arising out of and/or related to the L.T.D. benefits shall be a matter for discussion between the Parties and subject to mutual agreement.

\_\_\_\_\_  
Robert F. Brawn

\_\_\_\_\_  
Gerry Layden

\_\_\_\_\_  
October 4, 1990