

SOURCE	Hosp
Wage Eff.	91 04 01
TERM.	93 03 31
No. OF EMPLOYEES	140
NOMBRE D'EMPLOYÉS	JF

R.N.A. Section

THIS AGREEMENT made as of the            day of

- B E T W E E N -

**THE WOMEN'S CHRISTIAN ASSOCIATION OF LONDON**  
 as the owner and operator of Parkwood Hospital  
 and McCormick Home, London, Ontario,

(hereinafter called the "Employer")

OF THE FIRST PART

- A N D -

**LONDON AND DISTRICT SERVICE WORKERS' UNION**  
 LOCAL 220, a voluntary union of employees  
 chartered by the Service Employees'  
 International Union and affiliated with the  
 A.F. of L. - C.I.O. - C.L.C., representing  
 certain employees of the Employer,

(hereinafter called the "Union")

OF THE SECOND PART

**R.N.A. SECTION AT PARKWOOD HOSPITAL**

Expiry Date March 31, 1993

07848(03)

**R.N.A. AGREEMENT**

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## **SCOPE OF AGREEMENT**

The Employer recognizes the Union as the sole collective bargaining agency for **all** Registered Nursing Assistants of the Employer at Parkwood Hospital, **London, Ontario**, save and except exclusions as provided for by the **Ontario Labour Relations Board certificate** issued June **29th, 1972**.

**NOW THEREFORE THIS AGREEMENT WITNESSETH**

## **ARTICLE 1 - DEFINITIONS**

**1.01** The Definitions of the terms set out below are applicable to the terms as contained in the Collective Agreement herein set out:

- a) **Bargaining Unit** shall refer to the group of employees of the Employer for which the Union is certified as the **Bargaining Agent** by the **Ontario Labour Relations Board**.
- b) **Hospital** shall refer to Parkwood Hospital, London, **Ontario**.
- c) **Working Days** shall be calculated exclusive of Saturday, Sunday, and Paid Holidays as defined in Article 18 hereof, and exclusive of any regularly scheduled off duty days or vacation days of the employee concerned.

## **ARTICLE 2 - GENERAL PURPOSE**

**2:01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the Bargaining Unit.

## **ARTICLE 3 - RECOGNITION**

**3:01** The Union is recognized as the sole collective bargaining agent for all employees in the **Bargaining Unit** and the Employer undertakes that it will not enter into any other agreement with the employees, either individually or collectively, which will conflict with any of the provisions of this Agreement.

**3:02** The Employer agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Employer, or by any of its representatives, with respect to any employee because of his or her membership in the **Union**.

**3:03** The **Union** agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the **Union** or

any of its members or representatives with respect to membership or non-membership of any employee in the **Union**.

**3:04** The Employer and the **Union** hereby recognize, acknowledge, and agree that membership of any employee in the **Union** is at the sole discretion of the employee concerned.

#### **ARTICLE 4 - UNION SECURITY**

**4:01** The Employer shall deduct an amount equivalent to regular monthly union dues for the term of this Agreement according to the following conditions:

- a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues.
- b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- c) Union dues will be deducted from the employees' pay, in accordance with the current practice, in each calendar month and the same shall be remitted by the Employer to the Secretary-Treasurer of the **Union** not later than the 20th of each month, but no later than the end of each month.
- d) The Employer agrees when forwarding **Union dues** to submit a list indicating the names and classifications and change of address of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

**4:02** Regular monthly union dues referred to in this Article, shall mean the regular monthly union dues uniformly assessed all the members of the **Union** in accordance with its constitution and by-laws as certified to the Employer in writing by the **Union**.

**4:03** The **Union** shall indemnify and save the Employer harmless with respect to all union dues so deducted and remitted.

**4:04** A new employee will have the opportunity to meet with a representative of the **Union** in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the **Union** and the Collective

Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation programme,

4:05 T-4 slips issued annually to employees shall show deductions made for union dues.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

5:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

#### **ARTICLE 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS**

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

6:01 Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Management agrees, whenever feasible, to inform the Union of changes in rules and regulations directly affecting employees' working conditions before notices are posted.

6:02 Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee within the Bargaining Unit has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.

6:03 To successfully operate the Hospital as a public institution intended to provide adequate Hospital and Clinical Services to patients in a manner consistent with the obligation of the Hospital to the general public in the area, which will not be interfered with by this Agreement.

6:04 All matters concerning the operation of the Hospital not specifically dealt with in this Agreement shall be reserved to management and shall be its exclusive responsibility.

#### **ARTICLE 7 - REPRESENTATION**

7:01 The Employer acknowledges the right of the Union to appoint or otherwise select the Union Committee of up to three (3) employees. The Employer will recognize and deal with the Union Committee on any

matter arising out of **this** Agreement, including the settlement of complaints and grievances, and will negotiate and deal with **the** Union Committee with respect to the negotiations for a renewal of any Union **Committee** with respect to the negotiations for a renewal of any Collective Agreements. It **is also agreed** that separate meetings will **be** held for complaints or grievances **and** negotiations for a renewal of any Agreement.

- 7:02 The Employer acknowledges the right of the **Union** to appoint or otherwise select **Stewards** **on** the basis of one (1) Steward for each twenty-five (25) employees in the Bargaining Unit.
- 7:03 It **shall be** the duty of the Steward to assist employees in presenting their grievance to the designated representatives in accordance with the Grievance **Procedure**.
- 7:04 a) The Employer agrees to post **on** the bulletin **board** and forward to the **Union** at its London Office a list of all Department Heads **showing** the supervisors to whom each respective employee is directly responsible and to whom any grievance is to **be** submitted in Step **One** of the Grievance procedure.
- b) The **Union** agrees to **notify** the Employer, in Writing promptly of the names of the authorized Stewards after their respective appointment and the respective dates of appointment and any changes in **such** appointments.
- 7:05 The Employer **agrees** that grievances **may** be processed during **working** hours and that employees and Stewards **will be** afforded a reasonable time from their duties to process grievances as herein provided; the Employer **further** agrees that the **processing** of grievances **in** the first two steps **shall be** arranged **so** far as reasonably possible between nine **a.m.** and five **p.m.**; the Employer reserves the right at **any** time to withdraw and terminate the **permission** to process grievances during **working** hours if at any time it **shall** in its sole discretion consider that **this** privilege is **being** abused or **an unreasonable** amount of time **is** being thereby consumed.
- 7:06 The **Union** acknowledges and **agrees** that the Steward shall be required to **perform** their **regular** duties **on behalf** of the Employer and **that** such Steward **shall not perform** any other duties or **function as** Stewards at the employees' work area or **on** the Employer's time except **as** herein **specifically** authorized.
- 7:07 A grievance of an employee respecting wages payable to **him** or her shall **be** deemed to **have** occurred or arisen **at** the time the employee in

question received his or her pay for the period in which the grievance allegedly occurred.

**7:08** The **Union** Committee and Employer shall meet at a time mutually agreed upon **should** either feel that there **is** business for their consideration. Such meetings will be arranged as promptly as possible upon request in writing by either **Party**.

**7:09 a)** **Each** member of the **said** Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to his attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.

**b)** A Steward, where applicable, members of the **Union** Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purpose of clarity, cover meetings with a grievance settlement officer appointed under **Section 45** of the Labour Relations Act with representatives of Hospital, whether on or outside the Hospital premises, for which permission has been granted.

**7:10** Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation. The failure of the Employer to give the employee proper notice will not negate the disciplinary action taken by the Employer.

**7:11** The **Union** will request time off for **Union** Committee members to attend grievance and arbitration hearings as far in advance as possible with a minimum advance notice of two (2) weeks, whenever possible. Upon receiving the request, the **Hospital** will make every reasonable effort to allow the **Union** Committee members to attend.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

**8:01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.

**8:02** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate

supervisor the opportunity of adjusting **his** complaint. If **an** employee has a complaint, such complaint **shall** be discussed with **his** immediate supervisor within ten **(10)** working days after the circumstances **giving** rise to the complaint have originated or occurred.

If the immediate **supervisor** is unable to adjust a complaint to their mutual **satisfaction** within ten **(10)** working days, the employee may proceed with the grievance procedure within ten **(10)** working days following the decision of the immediate supervisor. Any employee is entitled, **upon** request, to have a Union Steward present with **him** when meeting with the immediate supervisor to attempt to adjust **his** complaint.

**8:03** A grievance of **an** employee properly arising under **this** Agreement shall be adjusted and settled as follows:

**Step No. 1**

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to **his** immediate supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated **shall be** set out in **the** grievance. The immediate supervisor will deliver **his** decision in writing within five **(5)** calendar days after receipt of the grievance in **writing**. **Failing** settlement, **the** next step of the grievance procedure may be taken.

**Step No. 2**

Within five **(5)** calendar days following the decision under Step **No. 1**, the employee, with the assistance of the Union Steward, if desired, must submit the **written** grievance to the Department Head, or **his** designate, who will deliver a decision in writing within five **(5)** calendar days of his receipt of written grievance. The parties may, if they **so** desire, meet to **discuss** the grievance at a time and place suitable to **both** parties. **Failing** settlement, the next step in the grievance procedure may be taken.

**Step No. 3**

**Within** five **(5)** calendar days following the decision under Step **No. 2**, the grievance must be submitted to the Resident, or **his** designate, to be discussed at a meeting between the President, **or his** designate, the said Steward, the **grievor(s)** and the Union **Committee** within five **(5)** calendar days of receipt of the grievance.

Either party may have assistance **from** outside the Hospital at **this** stage if desired. The President, or **his** designate, **shall** give **his** written

disposition within five (5) calendar days of the day of such meeting. **Failing** settlement, either party may submit the matter to arbitration within **ten (10) working days** after the reply in Step 3 is given.'

8:04 **All** agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the **Union will be final** and binding upon the Hospital and the **Union** and the employee or employees involved.

8:05 At **any** stage of the Grievance Procedure, including Arbitration, the parties may have the **assistance** of the employee or employees concerned as witnesses and **any** other necessary witnesses, and **all** reasonable arrangements will **be** made to permit the conferring parties or the Arbitration Board to have access to any part of the Hospital to view any **working** conditions which may be relevant to the settlement of the grievance.

### ARTICLE 9 • ARBITRATION PROCEDURE

9:01 **If** the Hospital or the **Union** requests **that a** grievance be submitted to arbitration, as herein before provided, it *shall* make such request in writing addressed to the other party to **this** Agreement, and at the same **time name** a nominee. Within seven (7) calendar days **thereafter** the other party shall name a nominee provided however, that if such party **fails** to name a nominee **has** herein required, the Office of Arbitration of the Ministry of Labour of the **Province of Ontario** shall have power to effect **such** appointment upon application thereto by the party **invoking** the arbitration procedure. The **two** nominees shall attempt to **select by** agreement a **Chairman** of the Arbitration Board. If they are unable to agree upon such a **Chairman** within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the **Province of Ontario** to appoint a Chairman.

9:02 **No** person may be appointed as **an** arbitrator who **has been involved** in an attempt to negotiate or settle the grievance.

9:03 **No** matter may be submitted to arbitration which **has not purposely** been carried through **all** requisite steps of the grievance procedure.

9:04 The Board of Arbitration *shall* not have any power to amend, alter, modify or add **to** any of the provisions of **this** Agreement or to **substitute** any new provisions for any **existing** provisions, or to give **any** decision inconsistent with the **terms and** provisions of **this** Agreement.

9:05 'The proceedings of the Arbitration Board will be **expedited** by **the** parties **hereto** and the decision of the majority **and** where there is **no** majority

the decision of the **Chairman** will be **final** and binding upon the parties hereto and the employee or employees concerned.

**9:06** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the **Arbitration** Board.

#### **ARTICLE 10 - CHARGE GRIEVANCE**

10.01 A grievance involving the discharge of an employee must be reduced to writing and originate under Step **No. 2** within ten (10) calendar days of the employee being notified of his discharge. Notwithstanding an \_\_\_\_\_ in this Agreement, a probationary employee may be discharged in accordance with Article 12:01. It is agreed that the Chairperson of the **Union** Committee or a **Union** Committee member will be notified of the dismissal of a seniority-rated employee.

#### **ARTICLE 11 - POLICY GRIEVANCE**

11:01 A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step **No. 3** within **ten (10)** working days of the event giving rise to the grievance. Failing settlement under Step **No. 3** within **ten (10)** working days, it may be submitted to arbitration in accordance with Article 9:01. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint. This provision will be reasonably applied by the Union.

#### **11:02 Group Grievance**

Where two or more employees have similar grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step **No. 2** within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

#### **ARTICLE 12 - PROBATIONARY EMPLOYEES**

12:01 An employee will be considered on probation until after he has completed forty five (45) days of work in the full-time Bargaining Unit within any

twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority **dating from the date** he was last hired by the Hospital,

During the first thirty (30) days worked during the probationary period **an** employee:

- a) shall receive a performance appraisal **from** his/her immediate supervisor which shall, at the employee's request, **be** given to the employee in the presence of a Union Steward; and
- b) may be discharged at the sole **discretion** of, and for any reason satisfactory to the Hospital and neither the discharge **nor** the reasons therefore **shall** be subject to grievance and/or arbitration pursuant to the **provisions** of the Agreement.

During the period between the **thirty-first** (31st) and **forty-fifth** (45th) days worked during the probationary period **an** employee:

- a) **shall** receive a **further** performance appraisal from his/her immediate supervisor which **shall**, at the employee's request, be given in the presence of a Union Steward; and
- b) **may** be discharged at the sole discretion of and for any reason satisfactory to the Hospital and neither the discharge **nor** the reasons therefore **shall** be subject to grievance and/or arbitration pursuant to the provisions of **this** Agreement, provided however that the employee **shall** have received a fair and proper assessment of his/her **qualifications** and suitability for permanent employment from the Hospital.

### **ARTICLE 13 - SENIORITY**

13:01 "Seniority" at Parkwood **shall** be defined as the length of continuous employment. **No** division will *occur* if an employee transfers from Parkwood **Hospital** to **McCormick Home** or vice versa. Seniority will transfer with employees between locations.

- a) **Conversion** - full time and part time service who transfer to the **RNA Bargaining Unit** **will** be given credit for **total** service and seniority except for job **postings** within the RNA Collective Agreement and then only the RNA status seniority **will** apply - i.e. length of service in the **RNA Bargaining Unit**.

13:02 **After** completing the probationary period set forth in Article 12 hereof, **an** employee **shall** be deemed to have acquired seniority dating from the date

the employee was last hired in the Bargaining Unit and will accumulate thereafter.

- 13:03 Employees will **be** regarded **as** probationary employees until they have acquired seniority **as** provided herein.
- 13:04 In **all** cases of promotion, demotion, transfer, layoff, reduction in hours and recall following layoff, seniority **shall** govern provided that the senior employee possesses the necessary qualifications and ability to perform the work available.
- 13:05 The Employer and the Union recognize that the **ability** and the efficiency of individual employees govern to a large extent the **safety, comfort, and care** of the **patients/residents**.
- 13:06 **An** employee shall lose **all service** and seniority and **shall** be deemed to have terminated if he:
- a) has been laid off for the lesser of **his** length of seniority or twenty four **(24)** calendar months;
  - b) is absent due to disability or illness for a period of thirty **(30) months**, or a period equivalent **to** the employee's length of seniority at the time the disability or illness commenced, whichever is the lesser;
  - c) **is** absent from scheduled work for **a** period of three or more consecutive **working** days without notifying the Hospital of such absence and providing a **reason** satisfactory to the Hospital, and failure to notify was not due to circumstances within the employee's control;
  - d) fails to return to work upon the expiration of a leave of absence, for **reasons** beyond the employee's control, utilizes **a** leave of absence for a purpose other than that for **which** it was granted unless excused by the Hospital in **writing**;
  - e) **fails** upon being notified of a recall to signify **his** intention to return within three **(3)** calendar days **after** he has received the notice of **recall** mailed by registered **mail** to the last **known** address according to the **records** of **the** Hospital and **fails** to report to work within seven **(7)** calendar **days** **after** he has received the notice of recall or such **further** period of time **as** may **be** agreed **upon** by the parties. It is the employee's responsibility to ensure that **his** home address and telephone **number** **are** current at **all** times. If the employee **fails** to do **this**, the Hospital will not be **responsible** for failure to notify.

13:07 a) Layoff

- 1) ~~For~~ the purpose of layoffs and **recall** to employment, seniority shall be defined as **continuous service** with the Employer since the **date** of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond sixty (60) calendar days (except **maternity** leave) or illness in excess of **sixteen (16)** weeks, and period or periods of layoff.
  
- 2) (i) In the event of a layoff, employees with the least seniority within the **classification** in which the layoff takes place shall be laid off first, providing that the employees who **remain on** the job then have the ability to **perform** the work.
  - (ii) An employee laid off pursuant to clause 2(i) shall have the option of accepting the layoff, or shall have the right to displace another employee who:
    - [a] **has** less seniority than the laid off employee and is in a classification having the same or lower rate of pay than the laid off employee and the laid off employee has the ability and qualification to **perform** the work of that position and requires **no** training other than orientation: and
    - [b] has less seniority than the laid off employee
  - (iii) Any persons displaced through this procedure shall themselves be entitled to utilize the procedure.,
  
- 3) The Employer shall give each employee in the Bargaining Unit who **has** acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance **with** the following schedule:
  - [a] up to two (2) years' **service** • two (2) weeks' notice;
  - [b] two (2) years or more but less than five (5) years' service • three (3) **weeks'** notice;
  - [c] five (5) years or more but less than ten (10) years' service • four (4) **weeks'** notice;
  - [d] ten (10) years or more service • eight (8) weeks' notice.

- **Service** shall be calculated as stated above as of the date of the proposed layoff.
- 4) In **all** other cases of layoff, the Employer **shall** give each employee in the **Bargaining** Unit who **has** acquired seniority one (1) **weeks'** notice, provided, however, such notice **shall** be required if the layoff **occurs** because of emergencies, for example, fire, power failure, Act of God, equipment breakdown, or any other **condition** beyond the reasonable control of the Employer.
- 5) Where a position or positions **become** available in a classification or **classifications** in which the layoff occurred, employees who retain seniority **shall** be recalled to positions in the **classification from** which they were laid off or displaced as a result of the exercise of the displacement procedure **set** out in **2)** above, for a period of **twenty-four (24)** calendar **months** or less, in the order of their **seniority**, provided that he then has the ability to **perform** the available work.
- 6) **No** new employee shall **be** hired in the **classifications** in which a layoff **has** taken place **until** laid off employees, who retain seniority **and** are eligible for recall as prescribed by **this** Article, have been given the opportunity to return to work.

13:07 b) Recall

Any recall **will be** subject to written notice **from** the Employer to the last **known** address of the employee **and** if the laid **off** employee fails to report to work **within seven (7)** days after being notified by the Employer following a layoff, or **fails** to advise the Employer **within five (5)** days of **his** intention to report for work pursuant to notification, he will be deemed to have lost seniority unless that employee is unable to return to work immediately due to circumstances beyond **his** control **and has** submitted evidence **satisfactory** to the Employer regarding the inability of the employee to report as provided herein.

13:08 Seniority lists of employees **as** of January 1st, **according** to the records of the Hospital, **will be posted on** the official **Union Bulletin Boards** in the Hospital **on** or before **February 1st** of **each year**.

Seniority lists of employees as of July 1st, according to the records of the Hospital, will be **posted** on the **official** Union Bulletin Boards in the Hospital on or before August 1st of each year.

- 13:09** The Employer will forward **two (2)** copies of the seniority **lists** to the **Union** at its London **Office**.
- 13:10** In the event **an** employee may **be** permanently (as opposed to temporarily) transferred by the Employer **from** a **part-time** classification to **a** full-time classification, or vice versa, the established seniority of the employee **will** be appropriately converted to **conform** to the method of recording seniority for other employees in the group to which the employee is transferring but, in **so** doing, the Probationary Period of the appropriate group of employees to **which** the transfer is made will **apply**.
- 13:11** **Seniority**, as converted, may be used for the purposes as contained in either the **full-time** or part-time Agreement, but not for purposes of service, **earned** leave, or benefits.
- 13:12** Seniority shall continue to **accrue** for a period of one year if **an** employee's absence is due to disability resulting in W.C.B. Benefits.

#### **ARTICLE 14 - JOB POSTING**

**To** ensure that employees are given the opportunity of applying for transfers or promotions resulting from any vacancy or new job created with the scope of the Bargaining Unit, the Employer agrees to comply with the following procedures:

- 14:01** The Employer **shall** post a notice of the vacancy or new job on the Bulletin Board for a period of five **(5)** days; excluding Saturday and Sunday.
- 14:02** The Employer **may** temporarily **fill** any vacancy or new job while observing the procedure herein set forth.
- 14:03** Employees **shall** have the right to apply for the vacancy or new job to the **Human** Resources Department of the Employer, in **writing**, during the five **(5)** day **period** set forth in Clause **14:01**. The vacancy or new job **shall** be filled from an applications **so** received in the manner set forth in Clause **13:04**, provided that the **applicant(s)** is/are qualified **and** capable of doing the work required. Such vacancies or new jobs **shall** be filled **on** the basis of seniority subject to **the** provisions of Article 13 and **full-time** employees **shall be** considered for such vacancies or new job.

- 14:04** Employees are eligible to apply to **my** job posting provided they have been in their **current** position for a **period** of one (1) year.
- 14:05** Subject to **Article 14:08** of the part-time Collective Agreement, if no applications **are** received **during** the period specified herein regarding **such** vacancy or **new** job, then the Employer **may fill** the vacancy or new job in **any manner** it sees fit.
- 14:06** Any employee who applies for any such vacancy or new job **in** accordance **with this** Article, and **who** is not selected for same, **shall** be advised, **on** request to the **Human Resources** Department, of the successful applicant.
- 14:07** Copies of **all** job postings will be supplied to the **Union** Chairperson.
- 14:08** Full-time vacancies at **one location** (including Parkwood Hospital, Western Counties Wing and McCormick Home) will be posted at the other locations. The Employer will **recognize** Article 14:08 of the part-time Collective Agreement.

#### **ARTICLE 15 - TEMPORARY TRANSFERS**

- 15:01** **An** employee who is temporarily assigned by **the** Employer to a job classification where the wage rate is higher **than** that of the job classification **to which** the employee **is** regularly assigned shall receive the same step of the range as currently occupied in the job classification to which he is temporarily assigned for **each** hour worked and thereafter each **fifteen (15)** minute **portion** of **an hour** worked.

The Employer will not regularly assign employees to work in a higher paid classification for less than **one** hour with the **intent** of avoiding the payment of the rate in the higher classification.

- 15:02** **Responsibility Allowance**

When **an** employee relieves in a supervisory position for the majority of the seven **and one half** (7-1/2) hour **shift** or more, which has been authorized **by** the Hospital, he **shall** be paid 10% in excess of **his** prevailing wage **rate** for **all hours** so worked in such supervisory position.

- 15:03** **Part** time **staff** will be allowed to bid **on temporary** assignments and will be allowed **to return** to previous assignment upon completion. The **filling** of such vacancies **shall be** at the **sole** discretion of the Hospital.

#### **ARTICLE 16 - WORK OF THE BARGAINING UNIT**

16:01 **All** persons excluded from the **terms** of this Agreement shall not normally be permitted to perform work on any job encompassed by the Bargaining Unit, except in the following situations.

- a) when **regular** Bargaining Unit employees are not available;
- b) in any emergency;
- c) in the interest of safety;
- d) in experimental work;
- e) in the **instruction** or **training** of employees, including demonstrating the proper method to accomplish the task assigned;
- f) in cases mutually agreed upon by both parties.

Nevertheless, it is understood that supervisory and other non-Bargaining Unit employees may be required to perform work which may be the **same** as that performed by employees covered by the Collective Agreement, provided **such** work will be kept to a **minimum** and that Supervisors and non-Bargaining Unit employees will not perform work that would result in the displacement of an **existing position** with the Bargaining Unit, or the exclusion of Bargaining Unit employees **from** overtime work or **from recall** from layoff.

16:02 The Hospital will not **contract** out any work with the objective of effecting a layoff or reducing the regular hourly **rate** of pay of any employee in the Bargaining Unit. The parties agree to **consult on a** monthly basis or **as** may be otherwise mutually agreed **as** to the Hospital's requirements for the **contracting** out of services.

16:03 An employee shall upon written **request**, made a **reasonable** time before the time of viewing, have an opportunity to view **his personal** file in the presence of the **Director** of Employee Benefits or **his** designate. The information the employee may review will be:

- i) application form;
- ii) written evaluations;
- iii) formal disciplinary notations;
- iv) incident reports put **into** the file after **January 18th, 1982**.

## **ARTICLE 17 - HOURS OF WORK**

17:01 The **normal hours** of work shall average thirty seven and one half (37-1/2) **hours per week** over the scheduling period, seven and one half (7-1/2) **hours daily**, exclusive of unpaid meal period. This means that employees must report to their respective Supervisors in **uniform**, where applicable, ready for work at the **designated** hour and place and remain in **uniform**, where applicable, for the **full shift**.

- 17:02** All authorized time worked in excess of seven and one half (7-1/2) hours **a shift** or in excess of the averaged hour over the scheduling period, **shall** be paid at the **rate** of one and one half (1-1/2) times the employee's basic straight time hourly rate of pay. When a nurse is on duty and **has** authorization to attend any in-service program **within** the Hospital and during her regularly scheduled **working** hours, she **shall** suffer **no** loss of regular pay. When a nurse is required by the Hospital to attend courses outside of her regularly scheduled **working** hours, she **shall be** paid for **all** time spent in attendance on such courses at her regular straight time hourly **rate** of pay.
- 17:03** Employees required to **perform** such overtime **work** shall not be required to take time **off** during a **normal** working period in lieu of overtime work performed. Time off in lieu of overtime shall be by mutual agreement.
- 17:04** **Work** schedules **shall be** posted at least one (1) month in advance and will adhere to the following objectives:
- a)** four (4) days **off** shall be scheduled in a **two (2)** week period;
  - b)** **two (2)** consecutive days off at a time **shall be** scheduled except by mutual consent between the parties in accordance with Article **17:09**;
  - c)** scheduling shall provide for not more than **six (6)** days between days off, except **by** mutual agreement or consent.
  - d)** the Employer **shall** provide at least **forty-eight (48)** hours notice of change of schedule to the employee concerned, resulting from sickness, emergency situations and in **an** event the Employer will endeavour to keep such changes to **a** minimum. If schedule changes are made without such notice, the first altered **shift** worked by **an** employee within the **forty-eight (48)** hour period **shall** be paid at the **rate** of one **and** one-half (1-1/2) her regular **rate** of pay;
  - e)** requests by employees for changes in schedule must be **submitted**, in writing, and **co-signed** by **an** employee **d i n g** to exchange and approved **by** the Department Head, her designee, or other Hospital authority. It is understood that such changes **shall** not result in overtime payment;
  - f)** the Employer will endeavour to schedule one (1) weekend **off in** three (3) and will guarantee one (1) weekend off **in** four (4);

- g)** a period of **no** less than **two (2)** consecutive **shifts off** shall be scheduled between a change of **shift** and at least six (6) consecutive **shifts** (i.e. 2 days) **shall be scheduled** following scheduled night **shifts**;
  - h)** the foregoing provisions (17:04 [a] through [g] inclusive) shall be waived during the period **from** mid December to mid January (**two [2] rotations**, i.e. four **[4] weeks**) in order to facilitate scheduling of time off for Christmas Day and New Year's Day.
- 17:05 An employee will receive time and one **half (1-1/2)** her regular straight time hourly rate for **all hours** worked **on** a fourth (**4th**) 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 the result of **an** exchange of **shifts** with another employee.
- 17:06 There shall **be an** interval of thirteen (13) hours unless altered by **mutual** consent, prior to commencement of the next **shift** or time **and** one half (1-1/2) **shall** be paid for **all** authorized hours worked during such thirteen (13) hour period.
- 17:07 It is agreed that regular work schedules **shall** not include split **shifts**. In cases of emergencies when the employee is required to work **a split shift**, overtime rates **shall** be paid for those authorized hours worked **after** the end of the regularly scheduled **shift**.
- 17:08 The Hospital agrees to endeavour to distribute overtime equitably among regular employees **within** a unit who normally **perform** the work prior to **going** to other **units** or elsewhere to cover.
- 17:09 **Notwithstanding** the provisions of Article 17:04, employees of **a** unit may agree with the Employer to adopt a **schedule** of off duty **day(s)** or **shift(s)** that does not **conform** to Article 17:04. Any such change or resulting agreement must be supported by a **Union** supervised ballot, conducted **on** Hospital premises during the **normal working** hours of the unit to permit a **majority** of the employees in the unit to be available to cast ballots. The result of the vote will be decided by a simple majority of the ballots cast and only one such **vote** may be conducted during the **term of this Agreement**.

- 17:10** Regular, full-time employees shall be entitled to a paid rest period of **fifteen (15)** consecutive minutes in both the **first half** and the second half of a seven and one **half (7-1/2)** hour **shift**. Other employees (including employees who work **shifts** in excess of seven and one half (7-1/2) hours) shall be entitled to paid rest **periods** of **fifteen (15)** minutes for **each** four **(4)** hours of work during their **shift**.
- 17:11** Subject to Article **17:01**, **day(s)** or **shift(s)** may be scheduled for periods of less than working hours of seven and one **half (7-1/2)** hours but shall not be scheduled **as regular day(s)** or **shift(s)** of less than five (6) working hours.
- 17:12** The Employer may require **all** or any employees to **rotate on** all day, evening and night **shift(s)** but may **also** permit employees to work the same **shift(s)** where the employee is employed in a section, department, or in a job classification where employees are not required to **rotate on all shifts**.
- 17:13** There **will** be **no** pyramiding of overtime; once time worked **is** used for an overtime calculation it shall not be used on any other basis for calculation of overtime.
- 17:14** **Nothing** contained in the Agreement shall be construed **as** a guarantee by the Employer of **hours** of employment per day, per **shift**, or per week, not **as** a guarantee of **normal** hours or any other **hours**.
- 17:15** Reporting Pay
- Employees who report for any scheduled **shift** will be guaranteed at least four (4) hours of work, or if **no** work is available will be paid at least four (4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance **as** outlined herein shall not apply whenever **an** employee has received prior **notice** not to report for work.
- 17:16** **An** employee called in to replace an absent employee, shall be paid for the **full shift** of the absent employee provided the employee is at his work **station** within one (1) hour of being called and provided that the employee was contacted within one (1) hour of **the** beginning of the **shift**.
- 17:17** A **minimum** of **three (3)** hours work **will** be provided or three (3) hours work will be paid.

**ARTICLE 18 - PAID HOLIDAYS**

**18:01** An employee who **has** completed **thirty (30)** days of employment **and** otherwise qualifies under Article 18:04 hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	<b>Christmas</b> Day
<b>Boxing</b> Day	Easter Monday
<b>Third</b> Monday in February	

Effective April 1, 1989, Remembrance Day will become the **12th** paid holiday.

**18:02** 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 for twelve **(12)** paid holidays remains unchanged.

**18:03** Holiday **pay** is defined as the amount of regular straight time hourly pay **(7-1/2 hours)** exclusive of **shift premium** which **an** employee would have received had he worked a **normal** shift **on** the holiday in question.

**18:04** In order to qualify for pay **on** a holiday, **an** employee shall complete a full scheduled shift **on** each of **his** working days immediately preceding and immediately following the holiday concerned **unless** the employee was absent due to:

- a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- b) layoff for a period not exceeding five **(5)** calendar days, inclusive of the holiday;
- c) **a** leave of absence for **a** period not exceeding five **(5)** calendar days, inclusive of the holiday;
- d) **vacation** granted by the Hospital;
- e) the employee's regular scheduled day off.

**18:05** An employee **who** qualifies under Article 18:04, and is **required** to **work** **on any** of the above named holidays will, at the option of the Employer, receive either:

- a) pay for **all** hours worked **on such** day at the rate of one and one-half (1.1/2) times **his** regular straight time rate of pay in addition to **this regular** straight time **rate** of pay, or
- b) pay at the **rate** of time and one-half the employee's regular straight time **rate** of pay for work performed on such holiday and in lieu day off at **regular** straight time **rate** of pay within either **thirty (30) days** before ,or **thirty (30) days** following the holiday. Such lieu day off to **be selected** by the employee **and** the Department Head by mutual agreement. **Failing such** mutual agreement, the **lieu** day will be scheduled by the Department **Head**.

**18:06** An employee who is scheduled to work **on** a paid holiday and who **fails** to do so shall lose **his** entitlement to holiday pay unless the employee provides **a** reason for such absence which is reasonable.

**18:07** If a paid holiday falls during **an** employee's vacation, **his** vacation shall **be** extended accordingly, provided the employee **qualifies** for the holiday **pay**.

**18:08** If a paid holiday **falls** during **an** employee's **regular day off**, another day off shall be selected by the employee and the Department Head by **mutual** agreement, providing the employee qualifies for the holiday pay. **Failing** such mutual agreement, the lieu day will be scheduled by the Department Head.

## **ARTICLE 19 - SICK LEAVE**

**19:01** The **Hospital will** pay seventy five percent (75%) of the billed premium towards coverage of eligible employees under the long **term** disability portion of **the** plan (**HOODIP** or **an** equivalent plan), the employee paying the balance of the billed premium **through** payroll deduction. For the purpose of transfer to the short **term** portion of the disability programme, employees on the **payroll as** of the effective date of the transfer with three (3) months or more **of** service **shall be** deemed to have three (3) months of **service**. For the purpose of transfer to the long **term portion** of the disability programme, employees on the payroll as of the effective **date** of the transfer with one (1) year or more of **service** shall **be** deemed to have one (1) year of **service**.

**19:02** Effective the first of the **month** following the transfer the existing sick leave plan **shall be** terminated and **any provisions** relating to such plan **shall be null** and void except **as** to those provisions relating to pay-out of **unused sick** leave benefits **which are specifically dealt** with hereinafter.

19:03 **Existing** sick leave **credits** for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- 1) Supplement payment for lost straight time wages on sick leave days under the new programme which would otherwise be at less than full wages or no wages and,
- 2) Where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out,
- 3) Where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of the date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

19:04 An employee shall not be allowed sick leave pay for the first day of absence in the fifth and any subsequent periods of absence because of illness in any calendar year.

- a) Employees absent from work because of illness or injury shall notify the Hospital of the expected duration of their absence and their expected return to work date, when known. In the event the expected return to work date changes, the employee will notify the Hospital, when known.

19:05 To qualify for sick leave pay or allowance, an employee scheduled prior to 10:00 a.m. must give at least one (1) hours notice, and at least two (2) hours notice thereafter, prior to the commencement of the scheduled shift that he will not be reporting for duty for reason of illness, or shall give to the President or Designate, in writing, by request, a reason or explanation satisfactory to and accepted by the President or Designate of the Hospital/Home as satisfactory for the failure to give such minimum one (1) or two (2) hours notice.

19:06 If an employee is off less than 15 working days due to illness, injury or Workers' Compensation, 12 hours' notice of return to work is required or, in exceptional circumstances, can be mutually agreed upon. If an

employee is off **15 working** days or more due to illness, injury or Workers' Compensation, **24 hours'** notice of return to work is required.

- 19:07** There **shall be no** monetary obligation or otherwise **from** the Hospital when **an** employee **is** being paid by the Workers' Compensation **Board**, except **as** herein provided.
- 19:08** Employees may claim for sick pay if W.C.B. eligibility **is pending**. The employee will **reimburse** the Employer the full amount of **sick** pay received, upon receipt of Workers' Compensation payment.
- 19:09** **An** employee who **has** been ill up to and including **three (3) working** days, must report to the Occupational Health Service Nurse or designate and the Nurse **shall** complete a Medical **Information** Slip which **should be presented** to the Supervisor **upon** return to work. If **an** employee **is** ill for more **than** five (5) days, they will require a **Physician's** Certificate of Illness to **qualify** for **sick** pay.
- 19:10** The Hospital **reserves** the right to obtain an opinion **regarding** an employee's ability or inability to **work** from a Specialist concerned and the employee agrees to submit to such examination on the understanding that the employee will not **be** liable to pay any fee for **such** examination. In the event of **an** employee **refusing** or failing to report for and **submit** to such examination without reasonable excuse, the employee's employment may be terminated forthwith. It is agreed that **this** opinion will be **final**, provided that within a period of not more than four **(4) days** following such examination **the** employee **and/or** the **Union** may **make** representation for the consideration of the **Specialist** concerned prior to the release of **his** opinion. It is **also** agreed that the report of the Specialist will **be** made available to the Union, **on** request, providing the "Specialist" agrees. The Employee Health Physician **shall** determine the appropriate **specialty** for which the **Specialist** **shall** be selected.
- 19:11** Doctor's Appointments - Employees **will** endeavour to schedule their Doctor's and Dentist's appointment outside **working** hours; however, if **an** employee is referred to a Specialist by a general practitioner or dentist the employee will **be** allowed reasonable time **off** with pay.
- 19:12** The Employer and the **Union** **recognize** the obligation of the Employer **and** the employees **as** legislated by the Public Hospital's **Act (Reg. 729 Section 61-71)**. It **is** the Employer's responsibility to **notify** employees of their obligations under the legislation and it is the responsibility of the employees to **comply** **with** the requirements. In the event **that** an employee **does** not comply with the legislation within a **reasonable** time, and **after** reasonable notification, the employee **may** be subject to **disciplinary** action.

## **ARTICLE 20 - VACATIONS**

**20.01** Employees working for the Hospital in the twelve (12) month period preceding March 31st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous length of service:

- a) Employees who have completed less than one (1) year of continuous service as of March 31st shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding March 31st.
- b) Effective April 1, 1991, an employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of March 31st, of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- c) Effective April 1, 1991, an employee with more than five (5) years continuous service but less than fifteen (15) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- d) An employee who has completed more than fifteen (15) years of continuous service but less than twenty five (25) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- e) Effective April 1, 1991, an employee who has completed more than twenty five (25) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.

**20:02** The time of vacation for each employee each year will be mutually arranged between the employees and the Employer provided, however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless

otherwise mutually agreed upon between the employee and the Employer.

- 20:03** An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods (except leaves for Union Business), which absence exceeds six (6) cumulative months during the period of qualifying the employees for vacation.
- 20:04** An employee who leaves the employ of the Employer for any reason, shall be paid the vacation allowance due to him at the time of his termination.
- 20:05** Vacations shall not be cumulative from year to year.
- 20:06** If the Employer, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employees vacation, the Hospital will pay the employee, prior to the employee preceding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employees vacation period.
- 20:07** Where an employee's scheduled vacation is interrupted due to a certified illness the period of such illness shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits. The employee will be responsible for notifying the Department Head of such illness prior to their start vacation date unless such notice is impossible to give.

## **ARTICLE 21 - LEAVE OF ABSENCE**

- 21:01** All requests for Leaves of Absence must be presented in writing by the employee on forms supplied by the Employer and submitted to the designated Department Head for consideration. In the event any such Leave of Absence is not used for the purpose granted, the employee is subject to dismissal.
- 21:02** Bereavement Leave - In the case of death in the "immediate family" covered by this Agreement, such employee will be protected against a loss of regular pay for scheduled work up to a maximum of three (3) working days following but not including the date of death. The term "immediate family" means parent, step-parent, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, and son-&-law. It is understood that bereavement leave must be taken within five (5) days following date of death.

**21:03** Personal Leave - The Hospital may grant a leave of absence without pay for legitimate **personal reasons** provided the employee can be spared **having** due regard for the proper operation of the Hospital. Application for such leave **shall be made in writing** to the Hospital **as** far in advance **as** possible, but in **any** event at least one (1) **week** prior to the commencement of the leave, unless **such** notice in advance is impossible to give. The application must clearly **state** the reason for the leave of absence and duration of **such** absence. **An** employee will be credited with **seniority** during **an** unpaid leave of absence up to a **maximum** of **sixty (60)** days.

**21:04** Union Leave - Leave of absence for **Union** business **shall** be give without pay up to **an** aggregate **maximum** for **all** employees of **sixty (60) days** provided **such** leave **does** not interfere with the **continuance** of efficient operation of the Hospital. Such leave **shall be** subject to the following conditions:

- a) not more than three (3) employees of the Hospital are absent **on** any **such** leave at the same time, and not more than one (1) employee from **a** department;
- b) **no** one **such** leave of absence **shall** extend beyond two **weeks**;
- c) a request must be made in **writing** at least **two** weeks prior to the commencement of the **function** for **which** leave **is** requested;
- d) such request **shall state** the **general** nature of the **function** to be attended;
- e) the Employer agrees to pay the employee when away **on Union** leave and **bill** the **Union** for the employee's wages.

**21:05** Jury and Witness Duty - If **an** employee is required to serve as a juror in **any** court of law, or **is** required to attend **as** a witness in a **court** proceeding in which the **Crown** is a party, or is required by subpoena to attend a **court** of law or coroner's inquest in connection **with a case arising from** the employee's duties at the Hospital, the employee **shall** not lose regular pay **because** of such attendance provided that the employee:

- a) notifies the Hospital immediately **on an** employee's **notification** that he will **be** required to attend a **court**;
- b) presents proof of **service requiring** the employee's attendance;

- c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

21:06 Education Leave

- i) where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses
- ii) if required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

21:07 Effect of Leave of Absence - In the event of an employee's absence without pay from the Hospital exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employees benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employees' continued coverage.

Notwithstanding the above, where an employee is on sick leave or receiving Workers' Compensation Benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of one (1) year.

**Note:** The Maternity and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

21:08 Notwithstanding anything else contained in this Agreement, the Hospital will continue the benefits as herein provided relating to sick leave, vacation and health and welfare program, which an employee is either;

- a) on sick leave, until the accumulated sick leave credits in the sick leave bank have been paid in full or for six months, whichever is greater;
- b) receiving Workers' Compensation Benefits for a period of six months. It is understood an employee must apply for O.H.I.P.

temporary assistance and if not granted the Employer shall assume the responsibility of payment.

It is understood that the employee **will** pay the Hospital the employee's share of cost in accordance with the Collective Agreement.

## **ARTICLE 22 - MATERNITY AND ADOPTION LEAVE**

### **Maternity Leave**

- 22:01** Maternity leave will be granted in accordance with the provision of the Employment **Standards** Act 1974, where amended in **this** provision.
- 22:02** The service requirement for eligibility for maternity leave **shall** be twelve **(12)** months of continuous **service**.
- 22:03** i) The employee **shall** give **written notification** one **month** prior to the commencement of leave of her request for leave together with her expected **date** of return. At such time she **shall also** furnish the Hospital with her doctor's certificate as to pregnancy **and** expected date of delivery.
- ii) **For** legitimate medical reasons **the** employee may request, or the Hospital may require, the **maternity** leave to commence on a **date** earlier than **originally** requested. Under such circumstances the employee **is** entitled to sick benefits provided the illness is certified. **The** maternity leave of absence will then commence **ten (10)** weeks prior to **the** expected date of delivery. Sick benefits will cease then **ten (10)** weeks prior to the expected date of delivery. Likewise, following the conclusion of the maternity leave, the Hospital may require medical proof of fitness to resume employment. **If** for legitimate medical reasons, the employee is **unable** to return to work **as** scheduled, the employee is entitled to **sick** benefits providing the illness is certified.
- 22:04** The employee **has** the right to extend the maternity leave to six **(6)** **months** in total. Written notice by the employee to extend the maternity leave **will be given** at least two **(2)** weeks prior to the **termination** of the **initially** approved leave. This notice requirement will be shortened **in circumstances** where medical complications **occur** in the **two (2)** weeks prior to the **termination** of the initially approved leave.
- 22:05** It is understood that during a **maternity** leave exceeding **thirty (30)** continuous calendar days, credit for **service** for purposes of **salary** increment, vacation, **sick** leave, or any other benefits under any provision of the Collective Agreement or elsewhere **shall** be suspended, the benefits concerned appropriately receded **on a** pro-rata **basis** and the employee's anniversary **date** adjusted by the entire **period** of the

absence. In addition, the employee will become responsible for **full** payment of subsidized employee benefits in which she is participating for the **period** of absence.

Notwithstanding the above, the Hospital shall **maintain** its premium payments for applicable **insured** benefits **until** the end of thirty (30) calendar days following the **date** on which the leave commenced. However, credit for seniority shall not be suspended but shall accumulate during **such** leave,

**22:06** The employee shall **reconfirm** her intention to return to work on the **date** originally provided to the Hospital in **22:03** or **22:04** above by written notification received by the Hospital at least two weeks in advance thereof.

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.

**22:07** An employee on leave and who is in receipt of Unemployment Insurance Commission (U.I.C.) pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, shall be paid a Supplementary Unemployment Benefit (S.U.B.). The S.U.B. will be equivalent to the difference between seventy-five per cent (75%) of the employee's regular weekly earnings and the sum of her weekly U.I.C. benefits plus any other earnings. Payment of the S.U.B. will commence following receipt by the Employer of the employee's U.I.C. cheque stub as proof that she is in receipt of U.I.C. pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The regular weekly earnings of the employee shall be determined by multiplying her regular hourly wage rate in effect on her last day worked prior to the commencement of the leave, by her normal weekly paid hours of work. Payment of the S.U.B. is subject to approval of the S.U.B. Plan by Employment and Immigration Canada.

**22:08** Adoption Leave

a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having: qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. Such request for adoption leave shall not be unreasonably withheld.

- b) It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- c) This employee shall be reinstated to his former position if available, or given a comparable position at not less than his wage when he began his leave of absence.
- d) When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- e) An employee on leave and who is in receipt of Unemployment Insurance Commission (U.I.C.) adoption benefits pursuant to Section 2 of the Unemployment Insurance Act, shall be paid a Supplementary Unemployment Benefit (S.U.B.). The S.U.B. will

be equivalent to the difference between seventy-five percent (75%) of the regular weekly earnings of the employee and the sum of the weekly U.I.C. benefits plus any other earnings. Payment of the S.U.B. will commence following receipt by the Employer of the employee's U.I.C. cheque stub as proof that the employee is in receipt of U.I.C. adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The regular weekly earnings of the employee shall be determined by multiplying his/her regular hourly wage rate in effect on the last day worked prior to the commencement of the leave, by his/her normal weekly paid hours of work. Payment of the S.U.B. is subject to approval of the S.U.B. Plan by Employment and Immigration Canada.

### **ARTICLE 23 - UNIFORMS**

23:01 The Employer will pay an annual allowance for uniforms to each Registered Nursing Assistant, whom it requires to wear a uniform, of seventy dollars (\$70.00) per year subject to the following conditions: Said allowance shall be payable only to such of the said employees who have been in the active, continuous employment of the Employer for a period of one (1) calendar year immediately prior to the 31st day of March in each year.

23:02 For any Registered Nursing Assistant required by the Employer to wear a uniform, who has not been in the active continuous employ of the Employer for the full period of one (1) calendar year immediately prior to the 31st day of March in any year, but who is so employed on the 31st day of March in any year, the Employer will pay one twelfth (1/12) of the annual allowance of seventy dollars (\$70.00) for each full calendar month of active continuous employment of the employee immediately prior to the said 31st day of March.

Three uniforms in good repair and properly marked with name tags will be laundered per week per employee without charge by the Employer.

### **ARTICLE 24 - SHIFT PREMIUM**

24:01 Effective July 1, 1986, the Employer will pay a shift premium of forty two cents (42) per hour to those employees who work as scheduled or requested by the Employer whose shift commences or ends between 2200 hours and 0200 hours. Effective January 19, 1989, shift premium will be forty five cents (45) per hour.

- 24:02** Effective April 1, 1990, the Employer **will** pay a weekend premium of forty five cents (45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- 24:03** Premium payments under **any of the terms** of these agreements **shall not be** duplicated or pyramided for the **same** hours worked.

## **ARTICLE 25 - HEALTH AND WELFARE**

- 25:01** The Employer will contribute one hundred percent (100%) of the monthly premium of the **Ontario** Health Insurance **Plan** (OHIP [standard ward coverage]) for each employee who is required to pay such premium by the regulations of the **Plan** and **who is** in receipt of wages or **sick** leave pay. The Employer **shall** be entitled to any premium which **has** been paid to OHIP in **error**.
- 25:02** SEMI-PRIVATE - Effective **January 19, 1989** and subject to meeting appropriate enrolment requirements, the Hospital agrees to pay 100% of the billed premium for coverage of eligible employees for semi-private **insurance** for each employee in the employ of the Hospital eligible for coverage.
- 25:03** EXTENDED HEALTH CARE/DRUG **PLAN** - Effective **January 19, 1989**, the Employer will contribute 75% of the billed premium **towards** coverage of eligible participating employees under the existing Extended Health Care plan (Blue Cross or equivalent) \$10/\$20 deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid (**maximum \$400/person**) and vision care (**maximum \$100 every 18 months**).
- The limit on private duty **nursing** is ninety (90) lifetime shifts of seven and one half (7-1/2) hours **each**.
- 25:04** Effective **January 19, 1989**, the Employer will contribute one hundred percent (100%) of the monthly premium of a Group Life Insurance Plan for each employee who is eligible and participates in the **Plan**. The **Plan** coverage **is** for twice the employee's **annual** salary.
- 25:05** Effective February 1st, 1982, the Employer **shall** contribute 50% of the billed premiums **toward** coverage of eligible participating employees under the Dental **Plan** (Blue **Cross #9**, current ODA Schedule, or its equivalent) in the active employment of the Hospital and such employees **shall** pay the **remaining** premium **through** payroll deduction.

Effective January 19, 1990, the Employer shall contribute seventy five percent (76%) of billed premiums toward coverage of eligible participating employees under the **Dental Plan** (Blue Cross #9, current ODA Schedule, or its equivalent) in the active employment of the Hospital and **such** employees shall pay the **remaining** premium through payroll deduction.

**25:06** The Employer may at any time substitute another insurance carrier for any plan (other than OHIP) provided the benefits conferred, thereby, are not in total decreased. Before making a substitution, the Employer shall **notify** the **Union** to **explain** the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the **specifications** of the Benefit programmes contracted for and in effect for employees covered herein.

**25:07** In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums up to **thirty (30)** calendar days **from** the date **on which** the layoff **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 (3) months following the end of the month in **which** the layoff occurs. Such payment **can be made** through the payroll office of the Hospital provided that the **employee informs** the Hospital of his or her intent to do **so** at the time **of the** layoff, and arranges with the Hospital the appropriate payment schedule.

#### **ARTICLE 26 - BREAKAGE**

**26:01** Employees are not to be held liable for accidental breakage of dishes, thermometers and other equipment during the course of the employment, except that those who are habitual offenders in this respect may be charged a reasonable amount, **as** determined by the Employer, for **breakage** due to carelessness or negligence.

#### **ARTICLE 27 - DRESSING ROOM AND LOCKER FACILITIES**

**27:01** Where possible, the Employer shall provide dressing rooms and locker facilities for the employees' convenience, but shall assume **no** liability for any loss or damage resulting **from** the use thereof.

#### **ARTICLE 28 - BULLETIN BOARDS**

**28:01** The Employer shall provide bulletin board(s) **which** shall be placed so that all employees will have **access** to them and upon which the **Union** shall have the right to post notices of meetings and such other **notice's** as may be of interest to the employees/Union **membership**.

**ARTICLE 29 - ACCIDENT PREVENTION COMMITTEE**

- 29:01 The Employer and the Union agree that they mutually desire to maintain **standards** of safety **and** health in the Hospital in order **to** prevent accidents, **injury** and illness:
- 29:02 **Recognizing** its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention • Health & Safety Committee at least one representative selected or appointed **by** the Union **from** amongst **Bargaining** Unit employees.
- 29:03 Such Committee **shall** identify potential dangers and **hazards**, institute means of improving health and safety programs and recommend actions **to be** taken to improve conditions related to safety and health.
- 29:04 The Hospital agrees to co-operate reasonably in providing **necessary** information to enable the Committee to **fulfill** its **functions**.
- 29:05 **Meetings shall be** held every second month or more frequently at the call of the Chair if **required**. The committee **shall maintain minutes** of **all** meetings and make the same available for review.
- 29:06 **Any** representative appointed or selected **in** accordance with 30:02 hereof **shall serve** for a **term** of one calendar **year** **from** the date of appointment which may **be** renewed for further **periods** of one year. Time **off** for such representative(s) to attend **meetings** of the Accident Prevention • Health and 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.
- 29:07 **The Union** agrees **to** endeavour to obtain the full co-operation of its membership in the observation of **all** safety rules and practices.
- 29:08 **Safety Shoes** - Effective April 1, 1989, the Employer will provide a **sixty** dollar (\$60) per year allowance to each **full-time** employee who is required by the Employer to wear safety footwear during the course of **his** duties. Payment is to be made **on** April 1 of each year.

**ARTICLE 30 - CALL IN PAY**

- 30:01 **An** employee who is required to remain available for duty **on** standby outside the **working** hours for that particular employee **shall** receive **standby** pay in the amount of two dollars (\$2) per hour for **all** hours of standby. When an employee is called **into** work, the standby allowance per **shift** shall remain payable.

- 30:02 a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours pay at the rate of time and one half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one half after which they shall revert back to the regular shift.
- b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one half (2-1/2) times his regular straight time hourly rate for all hours actually worked on such call back, or four (4) hours pay at time and one half (1-1/2) straight time hourly rate subject to the other provisions set out above.

30:03 In lieu of call back pay, an employee may take equivalent time off, with pay, at a mutually agreeable time within 30 days following the call back or such longer period as may be agreed upon. Where no agreement is reached; the employee shall be paid in accordance with Article 31.

### **ARTICLE 31 - CLEARING OF EMPLOYEE FILE**

31:01 Any letter of reprimand, suspension, or other sanction will be removed from the record of an employee, eighteen (18) months following the receipt of such letter, suspension, or other sanction, provided the employee's record has been discipline free in that period of time.

### **ARTICLE 32 - WAGE SCHEDULE**

32:01 Attached hereto and forming part of this Agreement is Schedule "A" setting forth various job classifications, minimum and maximum rates of pay to be in effect during the period covered by this Agreement.

32:02 A job classification will not be changed for the purpose of avoiding payments of the minimum rate set out in the said Schedule "A".

- 32:03** The amount shown under the heading "**Start**", "**1 Year**", and "**2 Year**" in the said Schedule "A" sets forth the hourly wage payable to employees commencing work in the Bargaining Unit, the hourly wage payable after attaining one (1) year seniority in the Bargaining Unit, and the hourly wage payable after attaining two (2) years seniority in the Bargaining Unit, respectively.
- 32:04** The Employer agrees that wages shall be paid on a regular payday, being every second Thursday, but when interfered with by the occurrence of a Paid Holiday, employees will be paid on the previous day. The method of payment will be by cheque or deposit to the employee's bank account, at the option of the employee except when the Employer shall declare that all employees will be paid by cheque.
- 32:05** Definition of Straight Time Rate of Pay - For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates of this Collective Agreement.
- 32:06** New Classification - In the event a new position within the scope of the Bargaining Unit is established, the Employer shall set an interim rate therefore, and so notify the Union. The parties shall then meet and endeavour to agree upon the rate within a period of thirty (30) days after such notification. Such rate shall be set in an amount which, having regard to job content, bears appropriate relationship to the other rates in the wage schedule. Should the parties be unable to agree upon such ranges within the foregoing thirty (30) day period, the matter may, within a further period of ten (10) days thereafter, be referred by either party to Arbitration for final determination, in accordance with the Arbitration provisions of this Agreement.
- 32:07** Retroactivity - The wage increase shall be effective as and from the date specifically listed on a retroactive basis to all employees in the Bargaining Unit for all paid hours of employment. Any new employees shall be entitled to a pro-rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have notice from the Hospital in which to claim from the Hospital any adjustment to their remuneration entitlement. The retroactive payments shall be made by separate cheques to the employees sixty (60) days from the date of ratification by both parties.

## **ARTICLE 33 - DURATION OF AGREEMENT**

**33:01** This Agreement shall remain in effect until and including ~~March~~ 31st, 1993 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

DATED AND EXECUTED AT London, Ontario as of the \_\_\_\_\_ day  
of \_\_\_\_\_ 1991.

**SIGNED, SEALED AND DELIVERED**

**THE WOMEN'S CHRISTIAN ASSOCIATION  
LONDON (as the owner and  
operator of Parkwood Hospital  
and McCormick Home)**

**LONDON AND DISTRICT OF  
SERVICE WORKERS' UNION,  
LOCAL 220, S.E.I.U., A.F.L.,  
C.I.O., C.L.C., London, Ontario**

*[Handwritten signature]*  
\_\_\_\_\_  
*Mary Noth*  
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*Debra Wiltschko*  
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*Dianne Smith*  
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*Mary Butler*  
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**SCHEDULE "A"**

**R N A**

**PA**                      **ICA**                      **HOME**

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<b>CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
<b>Registered Nursing Assistant</b>	<b>April 1, 1991</b>	<b>14.49</b>	<b>14.54</b>	<b>14.60</b>