

SOURCE	Hosp		
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No. OF EMPLOYEES	230		
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Service 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

**SERVICE SECTION AT PARKWOOD HOSPITAL AND MCCORMICK HOME
(INCLUDING R.N.A.'S AT THE HOME)**

Expiry Date March 31, 1993

MAR 10 1993

07849(03)

FULL E AGREEMENT

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AND **WHEREAS** the **Union** has been certified as the bargaining agent of all the employees of The Women's Christian Association of London at McCormick Home for the Aged, **save** and except **Supervisors, persons** above the rank of Supervisor, Housekeeper, Foreman, Professional Medical Staff, Graduate and Undergraduate Nurses, **Office Staff**, persons regularly employed for **not more than twenty-four (24) hours** per week, and **students** employed during the school **vacation period**, in accordance with the Certificate of the Ontario Labour Relations Board herein dated September 1st, 1966.

The Employer recognizes the **Union** as the sole Collective Bargaining Agent for all employees of the Women's Christian Association of London at Parkwood Hospital at London, **save** and except professional Medical Staff, Graduate Nursing Staff, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dietitians, Student Dietitians, **persons** engaged in research work, **Social Workers**, Technical Personnel, Chief Engineer, Assistant Chief Engineer, **Supervisors**, Foremen, **persons** above the **rank** of Supervisor or Foreman, **Office** and Clerical **Staff**, Security Guards, Registered Nursing Assistants, Student Registered Nursing Assistants, **persons** regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation periods, in accordance with the Certificate of the Ontario Labour Relations Board herein dated September 1, 1966.

For purposes of clarity, the term "**Technical Personnel**" includes Graduate and Undergraduate **Speech Therapists, Physiotherapists, Occupational Therapists, Laboratory Technologists, Phlebotomist, Radiology Technologists, Recreation Co-ordinators** and **persons** in **training** to become such Therapists and Technologists.

Further, for the purpose of clarity, the term "**Office and Clerical Staff**" includes Secretaries, Accountants, **Staffing Clerks, Medical Stenographers, Payroll Clerks, Business Office Clerks, Admitting Clerks, Receptionists, Switchboard Operator, Cashiers** and **Ward Clerks**.

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1 - DEFINITIONS

1:01 Definitions of the terms set out below are applicable to the terms 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) **Employee or Employees** - shall **mean full-time** Employee or **Employees** **save** and except Professional Medical Staff, Graduate Nursing **Staff**, Undergraduate Nurses, Graduate Pharmacists,

Graduate Dietitians, Student Dietitians, **Technical** Personnel, Supervisors, persons above the rank of Supervisor, Chief Engineer, Office Staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period; but, shall not include probationary employees as defined in Article 12 hereof.

- c) The Employer recognizes the Union as the Collective Bargaining Agent for all purposes of the Labour Relations Act of Ontario for all employees of the Employer at the McCormick Home for the Aged, save and except Supervisors, persons above the rank of Supervisor, Housekeeper, Foreman, Professional Medical Staff, Graduate and Undergraduate Nurses, Office Staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, in accordance with the Certificate of the Ontario Labour Relations Board herein dated September 1, 1966.
- d) Hospital shall refer to Parkwood Hospital, London, Ontario. Home shall refer to McCormick Home, London, Ontario.
- e) Working Days shall be calculated exclusive of Saturday, Sunday, and Paid Holidays as defined in Article 18 hereof, and exclusive of any regularly scheduled 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 employees 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 **an** employee in the **Union** is at the sole discretion of the employee concerned.

ARTICLE 4 - UNION SECURITY

4:01 The Hospital/Home shall deduct **an** amount equivalent to regular monthly **Union** dues for the **term** of this Agreement **according** to the following **conditione**:

- 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 employee's pay, in accordance with **the current** practice, in each calendar **month** and the same **shall** be remitted by the Hospital/Home 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 Hospital/Home agrees when forwarding **Union** dues to **submit a** list indicating the names, **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 Hospital/Home in **writing** by the Union.

4:03 The Union shall indemnify and **save** the Hospital/Home 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 Hospital/Home 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/Home as part of the orientation programme,

4:05 T-4 slips issued annually to employee 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 work "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/Home not specifically dealt with in this Agreement shall be reserved to management and shall be its exclusive responsibility.

ARTICLE 7 . PRESENTATION

7:01 The Employer acknowledges the right of the Union to appoint or otherwise select the Union Committee of up to four (4) 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 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 from amongst employees at McCormick Home a Union Committee of three (3) Union members from McCormick Home. The Committee Members at McCormick Home shall also serve as stewards.
- 7:03 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.
- 7:04 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.
- 7:05 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.
- 7:05 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.
- 7:06 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 anytime to withdraw and terminate the permission to process grievances during working hours if at anytime it shall in its sole discretion consider that this privilege is being abused or an unreasonable amount of time is being thereby consumed.
- 7:07 The Union acknowledges and agrees that the Steward shall be required to perform their regular duties on behalf of the Employer and that such Stewards shall not perform any other duties or functions as Stewards at the employees' work area or on the Employer's time except as herein specifically authorized,

- 7:08** 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.
- 7:09** 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.
- 7:10** a) Each members 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 Hospital premises, for which permission has been granted.
- b) A steward, and 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 purposes 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.
- 7:11** 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 a 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.
- 7:12** 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 the purpose 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 question as to whether a matter is arbitrable.

8:02 It is the mutual desire of the parties hereto that complaints of employee, 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 (6) 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 the 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 President, 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/Home at this stage if desired. The Resident, 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 No. 3 is given.

8:04 All agreements reached under the grievance procedure between the representatives of the Hospital/Home and the representatives of the Union will be final and binding upon the Hospital/Home 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 as 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 is 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 provision 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 - DISCHARGE GRIEVANCES

10:01 A grievance involving the discharge of an employee must be reduced to writing and originate under Step No. 2 within ten (10) working days of the employee being notified of his discharge. Notwithstanding anything 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 GRIEVANCES

11:01 A grievance arising directly between the Hospital/Home 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) working 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/Home. 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/Home, 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 (46th) 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/Home 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/Home.

ARTICLE 13 - SENIORITY

13:01 "Seniority" 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 employee 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, transfers, 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 schedule work~~ for **a period** of three or more consecutive working days **without notifying** the Hospital/Home of **such** absence and providing **a reason** satisfactory to the Hospital/Home, 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, or utilizes **a** leave of absence for **a** purpose other than **that** for **which** it was granted unless excused by the Hospital/Home 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/Home 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/Home **will not** be responsible for failure **to** notify.

13:07 a) Layoff

- 1) For the purpose of layoff 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 qualifications 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 Hospital/Home 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) year's service - two (2) weeks' notice;**
 - b) **two (2) years or more but less than five (5) years' service - three (3) week's 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 Hospital/Home shall give each employee in the bargaining unit who has acquired seniority one **(1)** week's **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 Hospital/Home.
- 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 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/Home, will be posted on the **official** Union Bulletin Boards in the Hospital/Home **on** or before **February 1st** of each year.

Seniority lists of employees as of July 1st, according to the records of the Hospital/Home, will be posted on the official Union Bulletin Boards in the Hospital/Home 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 Worker's Compensation 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 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 any applications so received in the manner set forth in Clause 13:04, provided that the applicants(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 any job posting provided they have been in the full-time bargaining unit for a period of six (6) months,

- 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 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 the employees covered by the Collective Agreement, provided such work will be kept to a minimum and that Supervisors and non-bargaining 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 Contracting Out - The Hospital/Home 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/Home'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;
- (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 dorm, 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 hours 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.

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 17:10;
- c) scheduling shall provide for not more than six (6) days between days off;
- 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 any 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 willing to exchange and approved by the Department Head, her designee, or other Hospital/Home 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;

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:

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- c) scheduling shall provide for not more than six (6) days between days off;
- 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 any 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 willing to exchange and approved by the Department Head, her designee, or other Hospital/Home 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 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 Subject to the need for assigning work with a minimum of delay, the Employer will endeavour to distribute overtime on an equitable basis. Overtime will be distributed between full time and part time staff within a department and classification based on years of service with the Employer,

For clarification, this means that all staff in a department, within a classification will be placed on a list in order of length of service starting with the most senior employee. Overtime shall be offered to the most senior employee first and continue down the list until the overtime is worked. An employee may withdraw from the overtime list by submitting a written notice to the Employer.

17:09 Notwithstanding the provisions of Article 17:05, employees of a department may agree with the Employer to adopt a schedule of off duty day(s) or shift(s) which do not conform to Article 17:05. Any such change or resulting agreement must be supported by a Union supervised ballot, conducted on Hospital/Home premises during the normal working hours of the department to permit a majority of the employees in the department 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 each for 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 (5) 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, nor 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/Home. 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)** A minimum of three (3) hours work will be provided for, or three (3) hours will be paid (Parkwood Hospital).
- b)** A minimum of two and one half (2-1/2) hours work will be provided for, or two and one half (2-1/2) hours will be paid (McCormick Home, afternoon shift only, otherwise three (3) hours will apply).

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
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	Easter Monday
Third Monday in February	



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

18:02 Should the Hospital/Home 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/Home shall be established **as** the legislated holiday **after discussion with the Union so that the Hospital's/Home'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/Home;
- 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 **his** 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 **a 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 (76%) 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 that 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 **payout** 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 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 by reason if illness, or shall give to the President, or Designate in writing, by request, a reason or explanation satisfactory to and accept 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 Worker's 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 Worker's Compensation, **24 hours notice** of return to work is required.
- 19:07 **There shall be no monetary obligation or otherwise from the Hospital/Home** when an employee is being paid by the Worker's Compensation Board, except **as herein** provided.
- 19:08 Employees may claim for sick pay if **Worker's Compensation eligibility is pending**, **The Employee** will reimburse the Employer the full amount of sick pay received **upon** receipt of Worker's Compensation payment,
- 19:09 **An** employee **who has been ill up to and including three (3) working days** must report to the Occupational Health Services Nurse or Designate **and a nurse shall complete a Medical Information Slip** which shall be presented to the Supervisor upon return to work. If an employee is ill for

more than five (5) working days he 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 speciality for which the Specialist shall be selected.

19:11 Doctors' Appointments - Employees will endeavour to schedule their Doctors' and Dentists' appointments 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 (at the Hospital) and the Union recognize the obligations 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. Similarly, at the Home, the Employer and the employees agree to comply with the Charitable Institutions Act.

ARTICLE 20 - VACATIONS

20:01 Employees working for the Hospital/Home in the twelve month period preceding March 31st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous 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 of 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) Effective **April 1, 1991**, an employee with **more than fifteen (16)** years of continuous service but less than twenty-five (26) years of continuous service **as** of **March 31st** of any year shall be entitled to an annual vacation of five (6) 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 Worker's 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 as provided herein,

20:05 Vacations shall not be cumulative from year to year.

- 20:06 If the employee, 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 **employee's** vacation, the Hospital will **pay** the employee, prior to the **employee proceeding** on **vacation**, the pay to **which** he is entitled to receive **on** the paydays **occurring** during the employee's **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 - LEAVES 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, **step-child**, brother, **sister**, mother-in-law, father-in-law, grandparent, grandchild, **sister-in-law**, brother-in-law, **daughter-in-law**, and son-in-law. It is understood that the bereavement leave must be taken **within** five (5) days following date of death.
- 21:03 **Personal Leave** - The Hospital/Home 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/Home. Application for such leave **shall** be made **in writing** to the Hospital/Home **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 given 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/Home**. **Such** leave, **shall** be subject to the following **conditions**:

- a) not **more** than three (3) employees of the **Hospital** and three (3) employees of the **Home** 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** requests **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, **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/Home**, the employee **shall** not lose regular pay because of such **attendance** provided that the employee:

- a) notifies the **Hospital/Home** **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/Home** 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/Home** to take **courses** to upgrade or **acquire** new **employment** qualifications, the Employer **shall** pay the full casts associated with the courses.
- (ii) If **required** by the Employer, **an** employee shall **be** entitled to leave of absence with pay and without loss of seniority **and** **benefits** to write **examinations** to upgrade **his** or her employment qualification.

21:07 Effect of Leave of Absence • In the event of an employee's absence without pay from the Hospital/Home 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 employee benefits in which the employee is participating. The employee may arrange with the Hospital/Home to pre-pay to the Hospital/Home the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above, where an employee is on sick leave or receiving Worker's Compensation Benefits or has qualified for Worker's 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/Home will continue the benefits as herein provided relating to sick leave, vacation and health and welfare program, while 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 Worker's Compensation Benefits for a period of six (6) 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 further understood that the employee will pay the Hospital/Home the employee's share 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, except 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 (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital/Home 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 (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 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 she is participating for the period of the absence.

Notwithstanding the above, the Hospital/Home 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/Home in 22:03 or 22:04 above by written notification received by the Hospital/Home at least two weeks in advance thereof,

This 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 (76%) of the employee's regular weekly earnings and the sum of their 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 (16) 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/Home 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/Home shall maintain its premium payments for applicable insured benefits for thirty (3) 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 wages when he began his leave of absence.
- d) When persons are hire 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/Home 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 32 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 (76%) 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 the 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

For employees of the Hospital .

23:01 The Employer **will** provide uniforms ~~free~~ of charge for use by employees working as Orderlies, **Cooks**, Vegetable Preparation Aides, Dietary Aides, Dietary **Porters**, Housekeeping **Aides**, Cleaners, **Sanitation Porters**, Washers, **Press** Operators, Sewers, Engineers, Maintenance Mechanics, Groundskeepers, Storekeepers, Couriers, Physiotherapy Orderlies, Physiotherapy Attendants. The Employer will launder the above ~~Worms~~ at **no charge** to the employees concerned.

23:02 Effective April 1, 1989, the Employer will pay **on April 1 an annual allowance for uniforms** to **each** Nurse Assistant and Nursing **Porter**, **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 mid 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**.

23:03 **For any Nurse Assistant and Nursing Porter 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.**

For employees at the Home -

23:04 All employees who **are** required to wear a uniform while performing their duties shall be paid a **uniform allowance** of eighty dollars (\$80.00) per year. The **uniform allowance** will be paid in two **equal instalments** of forty dollars (\$40.00) each per year. Employees with less **than six months** of continuous active ~~service~~ at the effective date of **calculating** the allowance will receive payment of a pro-rated amount for **each** completed calendar month of employment **as of the effective date** of the calculation. It is understood that the effective **data** for the calculation of the bi-annual **instalments** will be June **30th** and December **31st** of **each calendar** year, **each amount** being a retroactive **payment in respect of** the applicable **moaths (maximum six [6])** of continuous active employment immediately **preceding** and including the 'month in **which** the effective date **falls**.

23:05 Uniforms for each classification will be of a colour and general style as determined by the Employer in consultation with the employees

concerned. All employees will maintain their uniforms at a standard acceptable to 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, the 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) 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 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/Home eligible for coverage.

25:03 Effective January 19, 1989, the Employer will contribute seventy-five percent (75%) of the billed premium towards coverage of eligible participating employees under the existing 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 1, 1982, the Employer shall contribute fifty percent 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/Home and such employees shall pay the remaining premium through payroll deduction.

Effective January 19, 1990, the Employer shall contribute twenty-five percent (75%) 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/Home 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 a request by the Union, the Employer shall provide to the Union full 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/Home shall pay its share of insured benefit 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/Home provided that the employee informs the Hospital/Home of his or her intent to do so at the time of the layoff, and arranges with the Hospital/Home 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 their 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 BOARD

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 notices 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 programmes and recommend actions to be taken to improve conditions related to safety and health.

29:04 The Hospital/Home 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-five (\$65) dollar 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 (\$2.00) 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 of work or four (4) hours pay at the rate of time and one half (1-1/2) 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) time 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.

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 employee—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 (3) 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 31, 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
owner and operator of
Parkwood Hospital and
McCormick Home, London, Ontario

LONDON AND DISTRICT SERVICE
WORKERS UNION, LOCAL 220
S.E.I.U., A.F.L., C.I.O., C.L.C.

Frank Allister

1007 No 124

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

FULL-TIME SERVICE**SCHEDULE "A"****PARKWOOD HOSPITAL/MCCORMICK HOME**

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Cook II	April 1, 1991	13.18	13.23	13.28
Housekeeping Aide (Parkwood) Porter, Cleaner Press Operator/Sewer	April 1, 1991	13.20	13.25	13.31
Dietary Aide Laundry Worker Washer I, Cook I Housekeeping Aide (McCormick)	April 1, 1991	13.41	13.47	13.52
Storekeeper Driver/Courier Dietary Storekeeper	April 1, 1991	13.47	13.52	13.58
Cleaner/Maintenance	April 1, 1991	13.59	13.64	13.69
Food Preparation Aide (McCormick)	April 1, 1991	13.61	13.66	13.71
Non Registered Nursing Assistant	April 1, 1991	13.78	13.83	13.89
Physiotherapy Assistant	April 1, 1991	13.88	13.93	13.99
Cleaner/Maintenance Mechanic (McCormick)	April 1, 1991	14.02	14.07	14.13
Senior Storekeeper	April 1, 1991	14.10	14.16	14.21
Pharmacy Assistant	April 1, 1991	14.31	14.36	14.42

FULL-TIME SERVICE

SCHEDULE "A"

PARKWOOD HOSPITAL/MCCORMICK HOME

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
O.T. Assistant	April 1, 1991	14.32	14.38	14.43
CSD Aide	April 1, 1991	14.49	14.54	14.59
Senior C.S.D. Aide (R.N.A.)	April 1, 1991	14.95	15.00	15.05
Groundskeeper, Maintenance Mechanic	April 1, 1991	15.90	16.00	
Senior Pharmacy Assistant	April 1, 1991	16.16	16.21	16.26
Certified Painter	April 1, 1991	16.69	16.74	16.79
Inventory Control Co-Ordinator	April 1, 1991	16.97	17.02	17.07
Certified Carpenter	April 1, 1991	17.31	17.36	17.41
Certified Cook	April 1, 1991	17.73	17.78	17.83
R.N.A. (McCormick)	April 1, 1991	17.78	17.82	17.87
Electrician, Plumber Refrigeration/Air Conditioning Mechanic, Gardener, Millwright Building Equipment Operator	April 1, 1991	18.25	18.31	18.36