

SOURCE	<i>Comp.</i>		
EFF.	95	01	01
TERM.	98	03	31
No. OF EMPLOYEES	310		
NOMBRE D'EMPLOYES	<i>DB</i>		

COLLECTIVE AGREEMENT

Between

WINDSOR REGIONAL HOSPITAL

And

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 1132**

Expiry Date: March 31, 1998

10549(01)

WINDSOR REGIONAL HOSPITAL
and
CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 1132

TERM OF AGREEMENT: January 1, 1995 - March 31, 1998

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MEMORANDUM OF AGREEMENT entered into this 2nd day of June, 1997

Between

WINDSOR REGIONAL HOSPITAL
(hereinafter called the "HOSPITAL" or the "EMPLOYER")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1132,**
(hereinafter called the 'UNION')

WHEREAS, the Canadian Union of Public Employees, and its Locals 1124 and 1132 agreed and approved a merger on June 28th, 1994, to become one bargaining agent known as the Canadian Union of Public Employees and its Local 1132, who represent employees of Windsor Regional Hospital within the following job classifications:

Registered Practical Nurses
Operating Room Technician
Certified Rehabilitation Assistant
Non-Certified Rehabilitation Assistant

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties hereto that this agreement shall:
- (a) protect and continue to improve the interests of the employees and the employer;
 - (b) provide for prompt and practical adjustment of differences which may arise between employees and the employer;
 - (c) ensure the harmonious and efficient operation of the Hospital as a public service institution, intended to provide the adequate hospital and clinical services to the general public;
 - (d) set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties.

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees save and except professional medical staff, graduate nursing staff, under-graduate nurses, co-op and undergraduate RPN students, graduate pharmacists, under-graduate pharmacists, graduate dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, and persons covered by subsisting collective agreements.
- (b) For purposes of clarity, the term technical personnel comprises physiotherapists, occupational therapists, respiratory therapists, psychologists, electroencephalographists, electric shock therapists, medical social workers,

laboratory, radiological, pathological and cardiological technicians, case room technicians, and isotope technicians. Ward assistants are part of the office staff and are not included in the bargaining unit.

2.02 The Employer undertakes that it will not enter into any other Agreement or contract with employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.

2.03 The parties agree that in the event of new positions, sections and/or departments being created within the scope of this agreement under the authority of the Hospital, the bargaining rights for the affected employees will be the subject of discussion and negotiation to determine the appropriate local Union jurisdiction.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
- (b) hire, retire, direct, classify, transfer, promote, demote, suspend, discharge, assign employees to shifts; to increase and decrease the working forces, provided that a claim that an employee has been discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) generally manage the Hospital and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the Hospital patients and the public.

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

3.03 Management will not exercise its rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - UNION'S RESPONSIBILITY

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

- (a) it shall not intimidate or coerce employees into membership in the Union;
- (b) neither membership solicitation nor any other form of Union activity shall take place on the premises or on any works project of the Hospital save as expressly authorized by this Agreement;
- (c) while this Agreement is in operation, there shall be no strikes, suspension or slow down of work, picketing, or any other interference with the operations of the Hospitals, and the Union shall take positive action to prevent an employee from committing any of the aforesaid acts.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

5.01 The Employer shall deduct from each regular employee within the Bargaining Unit, the monthly dues as are levied by the Union in accordance with its Constitution and By-laws. It shall be a condition of remaining in the employment of the Employer that all future employees become and remain members in good standing and both parties shall abide by the terms of Articles 4.01 and 13.01. Each employee shall authorize the Employer to make deductions in the following form:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1132	
CHECK-OFF CARD	
Name: _____	Date: _____
The Windsor Regional Hospital, Windsor, shall deduct from the first pay the Union Initiation fee _____ and from the pay due me each calendar month, for the duration and as a condition of my employment, the sum of the monthly dues as certified by the Canadian Union of Public Employees and its Local No. 1132, and to pay the sum deducted to a designated official of the said Union.	
Witness _____	Signature _____

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

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

5.04 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the twenty-fifth (25th) day of the month following in which such dues were deducted. When available, the Employer shall deposit the Union Dues, by direct deposit, at the Union's choice of bank.

5.05 The record referred to in Subsection **5.04** above shall include the names of and addresses of new employees, and include names of employees from whom deductions were not made due to termination of employment. The Hospital shall also forward the names and addresses of all Union members once a year in the month of September to the Secretary of the Union.

5.06 It is agreed that upon commencement of employment new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment, as contained in the herein Collective Agreement, and any rules that may be formulated under its terms.

5.07 Employees within the scope of C.U.P.E. bargaining unit Local 1132, may elect on a voluntary basis to have professional fees deducted from their pay cheques for R.P.N.A.O. as mutually agreed with the Hospital.

ARTICLE 6 - UNION INTERVIEWS

6.01 The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements or other terminations of employment at the end of every second pay period. It is understood that delays may occur but it is agreed that in no case will more than a three (3) pay period delay be encountered.

6.02 A representative of the Union shall be given an opportunity to interview new employees as a group for a period not to exceed twenty (20) minutes during their initial orientation period, within regular working hours and without loss of pay, for the purpose of discussing with the new employees the benefits and duties of Union membership and the employee's responsibilities and obligations to the Hospital and the Union. Management shall designate a place on the Hospital premises for such interviews.

ARTICLE 7 - SENIORITY

7.01 Seniority is defined as the length of an employee's service within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

- 7.02 (a) Until an employee has completed a probationary period of four-hundred fifty (450) hours worked, she/he shall be considered to be on a probationary basis, having no seniority rights. Upon satisfactory completion of the probationary period an employee will then acquire seniority standing dating from the date she/he commences her/his current period of employment.
- (b) The Employer may discipline or discharge any new employee who has not completed her/his probationary period and such action shall not be subject to the grievance or arbitration procedure.

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

- (a) If the employee quits;
- (b) If the employee is discharged and his discharge is not reversed through the grievance procedure;
- (c) If the employee has been laid off and fails to return to work within five (5) working days after he has been notified by the Hospital to do so through registered mail addressed to the last address on the records of the Hospital;
- (d) If the employee is absent from work for more than two (2) consecutive working days without providing a reason satisfactory to the Hospital for such absence;
- (e) If the employee overstays a leave of absence granted by the Hospital without providing a reason satisfactory to the Hospital;
- (f) If the employee has been laid off for a period in excess of twenty-four (24) months without being recalled to work by the Hospital;
- (g) If the employee retires.
- (h) if the employee is absent due to illness or injury for a period in excess of thirty (30) months;
- (i) if the employee is absent due to illness or injury compensable under The Workers' Compensation Act for a period in excess of thirty (30) months;
- (j) in the case of employees returning to work from illness or injury in paragraph (h) and (i) above, the employee must work for one hundred and sixty (160) consecutively scheduled hours before establishing a new absence period in (h) and (i) above unless the absence is due to a new unrelated injury or illness:

- (k) if the employee, as a condition of employment, within the first **ye** of employment fails to complete registration or certification requirements.

7.04 Should the Hospital merge, amalgamate or combine any of its operations or functions with another Hospital, the Hospital agrees to the retention of seniority rights for all employees with the new Hospital.

7.05 A seniority list shall be submitted to the Union and posted on the bulletin boards every six (6) months.

7.06 Where more than one employee has the same seniority date, they shall be listed in order of their R.P.N. Registration Number, with the earliest registration first and being deemed to have the greater seniority.

ARTICLE 8 - LAY-OFF

8.01 (a) Notice

In the event of a proposed lay-off at the Hospital of a permanent or long term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) **provide** the **Union** with no less than six (6) months' written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected **employee(s)**, if any, no less than six (6) months written notice of lay-off, or pay in lieu thereof.

NOTE: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent lay-off.

(b) **Redeployment Committee**

A Redeployment Committee will be established not later than **two** (2) weeks after the notice referred to in 8.01 (a) and will meet thereafter as frequently as is necessary.

(i) **Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed **lay-off(s)** or elimination of **position(s)**, including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the Hospital which could be

performed by bargaining unit employees who are ~~or~~ would otherwise be laid off.

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - a) within the bargaining unit; or
 - b) within another CUPE bargaining unit; or
 - c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 7, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order ~~of~~ seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements ~~of~~ the **job**.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) **Committee Composition**

The Redeployment Committee shall be comprised ~~of~~ equal numbers ~~of~~ representatives of the Hospital and of the Union. The number ~~of~~ representatives will be three (3) from each. Where for the purposes of HSTAP (The Health Sector Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide **staffing** committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) **Disclosure**

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) **Alternatives**

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any lay-off(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

8.02 Lay-Off and Recall

An employee in receipt of notice of lay-off pursuant to **8.01** may:

- (a) accept the lay-off, or
- (b) opt to receive a separation allowance as outlined in Article 8.05; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as provide in Article 22.07; or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article **8.01**.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off.

NOTE: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight-time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight time

hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

An employee who is subject to lay-off other than a lay-off of a permanent or long-term nature shall have the right to accept the lay-off or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

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

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

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

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 8.01.

8.03 **Benefits on Lay-Off**

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

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of benefits for up to six (6) months, following the end of the month referred to above. Such payment can be made through the Human Resources Department of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off and arranges with the Hospital the appropriate payment schedule.

8.04 **Separation Allowances**

- (a) Where an employee resigned within thirty (30) days after receiving notice of lay-off pursuant to Article 8.01 (a) (ii) that his or her position will be eliminated, he/she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of twelve (12) weeks pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 8.01 (a) (ii) that his or her position will be eliminated, he/she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

8.05 Prior to issuing notice of lay-off pursuant to Article 8.01 (a) (ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 8.01 (a) (ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a prorated amount of any additional partial year of service, to a maximum ceiling of 26 weeks salary, and in addition, full-time employees shall receive a single lump sum

payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

ARTICLE 9 - RELATED EXPERIENCE

9.01 An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

ARTICLE 10 - JOB POSTINGS

10.01 (a) When a new full or part-time position is created or when a regular full or part-time vacancy occurs, the Employer shall post notice of the position on the Union bulletin board for seven (7) working days and a copy will be provided to the Union. The first subsequent vacancy resulting from the original posting shall be posted for four (4) working days. The second subsequent vacancy will be posted for three (3) working days. All subsequent vacancies resulting from the original vacancy will be filled by reference to the transfer file and if there are no names in the transfer file, the Hospital will have the right to fill the vacancy from outside the bargaining unit.

Working days in this context does not include Saturdays, Sundays and Holidays.

(b) An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies by filling of a posted vacancy.

The name of the successful applicant for any vacancy filled under Article 10.01 (a) and (b) will be posted. The Union will be provided with a complete list of all applicants for each position indicating the successful applicant.

- (c) It is understood that once an employee has been successful in securing a new position through the posting or transfer file, and has been notified by the Hospital, the following procedure will apply:
- (i) the successful applicant when applying for a part-time position from full-time status or vice-versa, shall confirm in writing to the Hospital of her/his decision on acceptance within forty-eight (48) hours of notification of appointment.
 - (ii) The successful individual will be required to remain in that position for a minimum of six (6) months before being eligible to post into or transfer to a new position.

10.02 Postings shall contain the following information: nature of position; qualifications; skills; and current hours of work which are understood to be subject to change.

10.03 In making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority able to meet the normal requirements of the job.

Unsuccessful applicants, senior to the employee awarded the position, will be notified in writing. At the request of an unsuccessful applicant, the Hospital will discuss with the applicant ways in which he/she can improve their qualifications for future postings.

10.04 The successful applicant shall be given a trial period of thirty (30) days worked. Conditional upon satisfactory service, the employee shall be assigned the position after the period of thirty (30) days worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement shall also be returned to her former position, wage or salary rate, without loss of seniority.

It is mutually agreed that within the trial period an evaluation will be made of the employee, so the Hospital can assess the employee's performance in the new position and the employee will be made aware of any deficiencies.

10.05 Whenever job postings or job vacancies occur, the Employer shall consider employees who are on vacation, off sick, or on leave of absence for an expected period not to exceed six (6) weeks (except maternity/parental leaves), provided the employees have filed with the Employer, a valid transfer request as in 10.01 (b) above.

10.06 An employee who is the successful candidate from a job posting after vacation schedules for that year have been approved, and before accepting their transfer, the employee may request special consideration for the retention of their previously approved scheduled vacation and the Hospital will give the request reasonable consideration.

10.07 Temporary Vacancies

- (a) Temporary full-time vacancies which will be under three (3) months, will be offered to part-time employees on the unit, first, on the basis of seniority. If no part-time employee on the unit accepts the position, then such hours shall be distributed among the part-time employees on the unit willing to work such hours. Failing the availability of part-time employees on the unit to cover all the required hours, the remaining hours will be offered to other qualified part-time employees utilizing the availability list. Where no one is available, then the Hospital may hire a new temporary employee as per (d) below.
- (b) Temporary full-time vacancies which are expected to exceed three (3) months (including maternity/parental leave) will be offered to part-time employees on the unit, first, on the basis of seniority. If no part-time employee accepts the position on the unit, the position will be posted for five (5) working days and offered to the most senior part-time applicant who is qualified to perform the work. If the position remains vacant at the conclusion of the above posting process, then the Hospital may hire a new temporary employee as per (d) below.
- (c) When temporary part-time vacancies occur, such hours shall be distributed to other part-time employees on the unit on the basis of seniority. Failing the availability of part-time employees on the unit to fill all the available hours, such hours will first be offered to other qualified part-time employees utilizing the availability list. Where no one is available, then the Hospital may hire a new temporary employee as per (d) below.
- (d) The Union agrees that the Hospital, after following (a), (b) and (c) above, has the right to hire temporary employees to fill temporary full-time or part-time vacancies.

Temporary hires will be employed for a specific term not to exceed six (6) months in duration except in the case where an individual leave exceeds this and in that case only until the individual returns. The Hospital agrees to notify the employee and the Recording Secretary of the Union in writing the term of the employment period.

When the term needs to be extended beyond the original employment period, the Hospital will notify the Union of the reason and obtain approval from the Union for the extension. Such approval will not be unreasonably withheld.

Employees hired by the Hospital under this Article shall not accumulate seniority, nor be members of the bargaining unit, but shall pay union dues.

Temporary employees hired under this provision, shall be terminated at the end of their employment period as specified above.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 Persons not covered by the terms of this Agreement shall not perform any duties normally assigned to those employees who are covered by this Agreement except in cases mutually agreed upon by the parties. It is understood this clause does not prohibit a supervisor or individual outside the bargaining unit from doing some bargaining unit work if they have traditionally performed that work.

11.02 Contracting Out

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

11.03 Further to Article 8.01 (b) (i), the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 12 - NEGOTIATING COMMITTEE AND STEWARDS, UNION-MANAGEMENT COMMITTEE

12.01 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee composed of up to five (5) persons of the Hospital and of the Union (one of whom shall be the Local President), and will recognize and deal with said committee with respect to any matter which properly arises for its consideration.

- (b) There shall be a Labour-Management Committee comprised of representatives of the Hospital, one of whom shall be the Vice President of Programs or her/his designate; representatives of the Union, one of whom shall be the Local President or designate. The number of representatives from each party shall be up to four (4), and the number of representatives may be expanded by mutual agreement.

The Committee shall meet every two (2) months unless otherwise agreed.

The duties of Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members. Approved and signed Minutes will be posted on all units.

The purpose of the Committee includes:

1. Promoting and providing effective and meaningful communication of information and ideas, making joint recommendations on matters of concern including the quality and quantity of nursing care.
2. Dealing with complaints.
3. Discussing and reviewing matters relating to orientation and in-service programs.

The Hospital agrees to pay for time spent during regular working hours for representatives for the Union attending such meetings.

12.02 The Employer acknowledges the right of the Union to appoint or otherwise select six (6) Stewards and two (2) Chief Stewards, one at each site, to assist employees in presenting their grievances to the representatives of the Employer.

12.03 The Union acknowledges that the Stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Permission from the supervisor will not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer loss of pay while negotiating the agreement or while dealing with grievances, up to, but not including the arbitration process. This does not apply to time spent on such matters outside the regular working hours. This clause has no application to

payment of salaries while attending Central Negotiations or concerns outside the interests of the Hospital. Its application only relates to scheduled meetings or grievance investigation during and part of the normal working day.

12.04 If arbitration proceedings are invoked, the Employer agrees to maintain the normal payroll cheque distribution, however, will invoice the Union for the employee's lost time while attending these proceedings in an amount equal to the lost service of said employee.

12.05 The President and ~~two~~ (2) Chief Stewards shall be assigned duties on the day shift only, unless both positions are held by people working on the same unit in which case the President only would be assigned duties on the day shift. The President and ~~two~~ (2) Chief Stewards shall be granted such time off with pay as may be reasonably necessary to investigate or adjust grievances.

12.06 The Union will inform the Employer in writing of the names of Stewards and Chief Stewards and of any changes in the names of Stewards and Chief Stewards.

ARTICLE 13 - NO DISCRIMINATION

13.01 The parties agree that there shall be no discrimination, within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, harassment, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of any employee's membership or non-membership in a Union or because of his/her activity or lack of activity in the Union.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

14.01 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 the Agreement including any question as to whether a matter is arbitrable.

14.02 At any stage of the grievance procedure an employee shall have union representation.

14.03 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/she has first given his/her immediate supervisor the opportunity of adjusting her/his complaint. Such complaint shall be discussed with her/his immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within seven (7) calendar

days, it shall then be taken up as a grievance within seven (7) calendar days following advise of s/her immediate supervisor's decision in the following manner and sequence:

STEP 1 The employee may submit a written grievance signed by the employee to her/his immediate Supervisor/Nurse Manager. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate Supervisor/Nurse Manager will deliver her/his decision in writing within seven (7) calendar days following the day on which the grievance was presented to him/her. Failing settlement, then:

STEP 2 Within seven (7) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his/her Department Head or Vice-president who will arrange a meeting to discuss the grievance at a time and place suitable to both parties. The Department Head or Vice-President will deliver his/her decision in writing within seven (7) calendar days from the date on which the written grievance was presented to him. Failing settlement then:

STEP 3 Within seven (7) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Vice-President Employee Relations or his/her designate. A meeting will then be held between the Vice-President Employee Relations or his/her designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 3, or such date as is mutually agreed.

It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor shall be present at the meeting, unless the Hospital and the Union mutually agreed to exclude the grievor's presence. It is further understood that the Vice President Employee Relations or his/her designate may have such counsel and assistance as he/she may desire at such meeting. The decision of the Hospital shall be delivered in writing within seven (7) calendar days following the date of such meeting.

14.04 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which

such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

14.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Department Heads or her/his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

14.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

14.07 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 employees.

14.08 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, 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 Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

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

14.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

14.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

14.12 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 chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

14.13 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 chairperson of the Arbitration Board.

14.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48.(16) of The Labour Relations Act.

14.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

14.16 Grievances and replies to grievances shall be in writing at all steps.

14.17 The Hospital shall supply the necessary facilities for the grievance meetings.

14.18 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness(es) and any other witnesses, and all reasonable arrangement will be made to permit the conferring parties or the Arbitrator to have access to the Hospital premises and to have access to view working conditions which may be relevant to the settlement of the grievance.

ARTICLE 15 - DISCHARGE OR SUSPENSION

15.01 Whenever the Hospital or its representative deems it necessary to give an employee a warning which is to become part of that employee's employment record, it shall be done in the presence of a Union representative, and the Hospital shall thereafter give written particulars of such warning to the employee involved with a copy to the Chief Steward of the Union.

15.02 The Employer shall not discharge or suspend any seniority employee without just cause. When an employee is discharged or suspended, he/she shall be given the reason

for such discharge or suspension in writing. A representative of the Union will accompany the employee when such reason is being given to him/her.

15.03 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 14 Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

15.04 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such Board.

15.05 A copy of any completed evaluations which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations, do not constitute disciplinary action by the Hospital against the employee.

15.06 Each employee shall have reasonable access to her/his Personnel file for the purpose of reviewing their contents in the presence of a Human Resources staff member. A copy of the evaluations will be provided to the employee at her/his request. An employee if he/she desires may have representation from the Union while reviewing his/her personnel file.

15.07 No document shall be used against an employee where it has not been brought to his/her attention, when put in the file.

15.08 It is agreed that after a period of fifteen (15) months, the disciplinary letter will be removed from the employee's file, providing the employee is discipline free during the period.

ARTICLE 16 - STRIKES AND LOCK-OUTS

16.01 It is mutually agreed that no strikes will be permitted by the Union and to this end the Union will take affirmative action, and no lock-out will occur by the Employer during the lifetime of this Agreement.

ARTICLE 17 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

17.01 (a) It is agreed that the normal and recognized working hours of all full-time employees within the Bargaining Unit shall be thirty-seven and one-half (37-1/2) hours per week.

- (b) The normal daily tour shall be seven and one-half (**7-1/2**) consecutive hours in any twenty-four (**24**) hour period exclusive of an unpaid one-half (**1/2**) hour meal period.

17.02 Rest Periods

- (a) For employees on the normal daily tour, there shall be a fifteen (15) minute rest period during each half of a full shift.
- (b) Where an employee notifies her Manager, or designate, that she has been or will be unable to take the normal lunch break, upon approval such employee shall be paid time and one-half (**1-1/2**) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

17.03 Meal Voucher

An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or four (\$4.00) dollars if the Hospital is unable to provide the hot meal. Other employees required to work more than **two (2)** hours overtime on the same day they have worked a full tour shall, after the **two (2)** hours, receive a 1/2 hour paid meal period and shall be provided with a hot meal or four (**\$4.00**) dollars if the Hospital is unable to provide the hot meal.

17.04 It is understood that employees shall not be required to take time off in regular hours to equalize any authorized overtime worked unless employees request the following option. Employees who work overtime may accumulate up to a maximum of three (**3**) days lieu time instead of receiving payment for overtime worked. Such lieu hours will be taken at a time mutually agreeable between the employee and the Employer. The Hospital shall revert to payment of premium rate if time off is not taken or is not able to be given within sixty (60) calendar days.

17.05 Full-time and part-time employees' tour schedules and days off will be posted so as to have the current schedule plus four (4) weeks posted in advance. There shall be no change to such schedule after being posted unless by mutual agreement of the Hospital and the employee or employees affected by such change except in the event of an emergency or for reasons beyond the control of the Hospital.

When the Hospital has decided to implement a change with respect to a scheduling practice the Union President shall be notified before said implementation.

17.06 **Distribution of Scheduled Shifts**

The Union and the Hospital agree that scheduled shifts for part-time employees shall be distributed equitably among the part-time employees assigned to a Unit.

Distribution of E_____

Once part-time employees on the Unit have received their scheduled shifts, the Hospital will offer additional shifts to part-time employees on the Unit on the basis of seniority in rotation, prior to offering shifts to employees outside of the Unit.

Part-time employees willing to receive shifts off the Unit shall be subject to the following:

- (i) Part-time employees may submit their availability to work additional shifts to other units for which they have the skills;
- (ii) A shift will be deemed to be offered whenever a call is placed;
- (iii) It is understood that the Hospital will not be required to offer shifts which would result in overtime or premium pay (other than weekend and shift premiums);
- (iv) When a part-time employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Hospital are made.

17.07 **Assignment of Overtime**

When overtime is deemed, there being no other employee at straight time, it will be offered within the Unit first according to integrated full-time/part-time seniority in rotation, then to employees within the program/campus, then to any employee within the bargaining unit available to work.

17.08 **Overtime**

The Employer shall pay time and one-half (1-1/2) the regular rate of pay, calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half (7-1/2) hours (normal tours) or eleven and one-quarter (11-1/4) hours (extended tours) in any one day, for all time worked before the scheduled starting time and for all time worked after the scheduled finishing time and for all hours worked in excess of seventy-five (75) hours (normal tours) or seventy-eight (78) hours (extended tours) per pay period. Work performed on an employee's scheduled day off shall be paid at the rate of time and one-half (1-1/2x).

17.09 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change in shift at the

request of an employee or a changeover to Daylight Savings Time from Standard Time ~~or~~ vice versa, or a mutually agreed exchange of shifts by two employees. All time in these instances will be paid at straight time.

17.10 The Employer undertakes that every effort will be made to effect replacements of employees who are absent for any purpose immediately after the absence is made known to the Employer if replacement is required.

17.11 ■ Employees who report for work for which they are scheduled or called in, but for whom no work is available at his/her regular job shall be paid four (4) hours time at his/her regular pay.

17.12 An employee requesting specific shifts on a permanent basis shall be granted such request when a vacancy occurs. Provided, however, that an employee may be moved from such a permanent shift to another shifts, for performance appraisals, in-service training or if such a move is considered necessary to improve her standard of care. The employee will be made aware of the reason they are required to change shift.

17.13 Four (4) days off will be scheduled in each two (2) week pay period.

17.14 A period of at least sixteen (16) consecutive hours shall be scheduled between regular hours of duty and twelve (12) hours between extended **tours** of duty. Failure to provide at least sixteen (16) hours between regular tours or twelve (12) hours between extended tours **shall** result in payment of time and one-half (1-1/2).

17.15 An employee will not be required to work more than six (6) consecutive days unless it is:

- (i) at the employee's request, or
- (ii) to accommodate a change of shift, or
- (iii) in an emergency situation beyond the control of the Hospital.

17.16 Consecutive **Weekends Worked**

- (a) The Hospital will schedule employees to work no more than one (1) weekend in two (2).
- (b) Definition of a weekend - For the purposes of consecutive weekends worked, weekend tours will include the first shift Saturday known as the midnight shift and ending the last shift Sunday known as the afternoon shift.

For extended tours, weekend tours for this purpose will include the Day tour on Saturday and be inclusive of the Night tour on Sunday.

- (c) A full-time member of the bargaining unit having been scheduled for and having worked both the Saturday and the Sunday of their scheduled weekend will be paid premium time for any hours worked on the following weekend unless those hours are worked due to one of the exclusions listed below.
- (d) For part-time employees of the bargaining unit, the Hospital agrees to pay premium time for all hours worked on a weekend which follows a weekend where both the Saturday and Sunday were worked at straight time, on either a pre-scheduled or call-in basis unless those hours worked are due to one of the exclusions listed below.

(e) **Exclusions:**

A member of the bargaining unit will not receive premium pay for a consecutive weekend worked if:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee. All such requests must be presented in writing.
- ii) such employee has requested to work weekends only. This request to be in writing with a copy to the Union.
- iii) such weekend is worked as the result of an approved exchange of shifts with another employee. All such requests must be presented in writing to the Manager and initialed by the parties.
- iv) It is understood and agreed that while part-time employees have a commitment to be scheduled to work at straight time at least one (1) weekend in ~~two~~ (2), there is no guarantee that they will be so scheduled.

17.17 In order to accommodate requests for ~~two~~ (2) weekends off with five (5) days vacation or scheduling for Christmas and New Year's holidays, the Hospital may schedule employees to work two (2) consecutive weekends, however, premium time for said consecutive weekends worked will be waived. It is understood that a third consecutive weekend worked would be paid at premium time. This will be done in a fair and equitable manner.

17.8 **Weekend Premium/Shift Premium**

Shift Premium - Effective upon ratification all employees in the bargaining unit who work shifts between 2300 hours and 0730 hours will be paid a night shift premium of one dollar twenty-five cents (\$1.25) per hour for hours worked and all employees in the bargaining unit who work shifts between 1500 hours and 2330 hours will be paid an evening shift premium of one dollar (\$1.00) per hour for hours worked.

Weekend Shift Premium - Effective upon ratification all employees in the bargaining unit will be paid a weekend shift premium of one dollar (\$1.00) for all hours worked on the first shift Saturday, known as the midnight shift, and ending the last shift Sunday, known as the afternoon shift. If an employee is receiving premium pay under Article 17.16 with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

17.19 **Stand-by**

- (a) An O.R. Technician (full-time or part-time) who is required to remain available for duty on stand-by outside the regularly scheduled working hours shall receive stand-by pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of stand-by scheduled by the Hospital. It is understood that this amount will read three (\$3.00) when standing by for a holiday recognized by this contract. The stand-by pay shall cease where the O.R. Technician is called in to work.
- (b) An employee has completed her regularly scheduled tour and left the Hospital and is called in to work outside her regularly scheduled working hours, she shall receive time and one half her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- (c) Taxi service will be paid for within the city limits and employees using their own cars will receive thirty-five (.35 cents) per mile. Maximum mileage allowance per call-in is fourteen (\$14.00) with a minimum of two dollars and eighty cents (\$2.80).

17.20 Ambulance Escort

Where a Registered Practical Nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where the Registered Practical Nurse performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the Registered Practical Nurse performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

- (b) The Hospital will not require a Registered Practical Nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into her next regular scheduled shift, she will maintain her regular earnings for that shift.
- (c) In addition to the foregoing payment, actual hours spent in return travel shall be paid at straight time.
- (d) The Registered Practical Nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions. It is understood that the Registered Practical Nurse shall return at the earliest opportunity.

A R T I C L E D TOURS

18.01 Where the parties agree to the introduction of Extended Tours into any Unit, the program must acquire a seventy-five per cent (75%) in favor vote by secret ballot to implement the program.

Extended tours may be discontinued in any Unit when,

- (a) *Fifty* per cent (50%) plus one (1) of the employees in the Unit so indicate by secret ballot such votes, not be held more often than at six (6) month intervals, or
- (b) The Hospital, because of:
 - i) adverse effects on patient care,
 - ii) inability to provide a workable staffing schedule,
 - iii) unreasonable financial costs states its intention to discontinue the extended tour.

- (c) Where it is determined that the extended tours are to be discontinued, affected employees shall be given six (6) weeks notice before the schedules are so amended.

18.02 (a) Extended tours shall be eleven and one-quarter (11-1/4) consecutive hours in any twenty-four (24) hour period exclusive of a total of forty-five (45) minutes of unpaid meal time to include one thirty (30) minute unpaid meal break and one additional fifteen (15) minute unpaid break.

(b) The regular tours of duty of an employee shall be forty (40) extended tours over a twelve (12) week period.

(c) i) Schedules shall include no more than three (3) consecutive tours unless by mutual agreement.

ii) Schedules shall provide for every other weekend off.

Any requests for change in (i) or (ii) above in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty.

(d) The above scheduling requirements for both full and part-time employees will be waived during the two (2) pay periods encompassing the Christmas and New Year's Holidays of each year in order to facilitate the schedule of three (3) extended tours off in conjunction with either Christmas or New Year's Day. It is further agreed that during the above time period scheduled consecutive tours will not be greater than three (3).

All provisions in Article 17 will apply to employees working extended tours unless expressly amended above.

ARTICLE 19 - PAID HOLIDAYS

19.01 The following paid holidays will be recognized by the Hospital:

- New Year's Day (to be observed on January 1)
- Second Monday in February (or Heritage Day if proclaimed)
- Good Friday
- Victoria Day
- Second Monday in June *
- Canada Day (to be observed on July 1)
- Civic Holiday
- Labour Day

Thanksgiving Day
Remembrance Day (to be observed on November 11)
Christmas Day (to be observed on December 25)
Boxing Day (to be observed on December 26)

- * - **Employees previously receiving entitlement to a float Holiday, if the one Float Holiday for the 1997 calendar year has already been taken prior to June 9, 1997, the employee will either**
 - i) take vacation, if not required to work the second Monday in June 1997 or,**
 - ii) work the second Monday in June at straight time.**

19.02 (a) If any employee is scheduled to work on a paid holiday and actually works, she shall be paid at the rate of time and one-half the employee's basic straight time hourly rate of pay for work performed on such holiday in addition to such employee's regular pay. When a full-time employee is not scheduled to work on a recognized holiday, she shall be given a day off with pay.

If staffing permits (which decision shall be at the discretion of the Hospital), an employee who has worked a holiday may be given a day off without pay at a later date within thirty (30) calendar days after the date of the holiday worked, if the employee so requests.

(b) An employee required to work overtime on a paid holiday will receive ~~two~~ (2) times her normal hourly rate for all overtime hours worked.

Where an employee is required to work on a paid holiday, or on an overtime tour, or on a tour that is paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate, and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee), she shall receive ~~two~~ (2) times her regular straight time hourly rate for such additional hours worked.

19.03 **Holiday Observed While on Vacation**

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day vacation with pay for each holiday, in addition to her regular vacation time with pay. Such additional day will be given either on the Friday prior to or on the Saturday following the vacation week, the selection to be made by the Hospital having given consideration to the employee's requested preference, if any.

1974 Christmas or New Year's

When a Nursing Unit or department is open continuously through Christmas and New Years, all employees in that service shall be entitled to take at least five (5) consecutive days off at either Christmas or New Years in accordance with their classification seniority provided that the Department Heads or Unit Managers are satisfied that enough experienced personnel are retained to provide proper and adequate service in those classifications. The Hospital shall endeavour to schedule a time off at Christmas to include December 24, 25 and 26. The time off at New Years shall include December 31 and January 1. Where it is possible to give both Christmas and New Years off, it will be according to Unit seniority. It is understood that full-time and part-time seniority will be integrated for this purpose.

ARTICLE 20 - VACATIONS

20.01 Calculating Vacations

For the purpose of calculating vacations and eligibility, the vacation year shall be from May 1st of any year to April 30th of the following year.

20.02 Employees within the bargaining unit who have completed less than one (1) year of seniority with the Hospital as of May 1st, but more than three (3) months, shall receive a vacation with pro rata pay on the basis of one and one-quarter (1-1/4) days of pay for each completed month as of May 1st but, in any event, such vacation pay shall not be in excess of the equivalent of three (3) weeks' pay.

20.03 Vacation Entitlement

Employees within the bargaining unit will receive the following vacations with pay on completion of the following years of seniority:

One (1) year but less than five (5) years seniority	- three (3) weeks
Five (5) years but less than fifteen (15) years seniority	- four (4) weeks
Fifteen (15) years but less than twenty-five (25) years seniority	- five (5) weeks
Twenty-five (25) years seniority	- six (6) weeks

20.04 The calculation of vacation entitlement shall be made on the basis of seniority attained as of May 1st in each year but if an employee attains sufficient seniority to qualify for a four (4), five (5) or six (6) week vacation with pay between May 1 and September 30 in any year, she shall be considered as qualified on May 1 in that year.

20.05 Insofar as it is practical to do so having regard to the necessity of maintaining the efficient operation of the Hospital, employees shall be granted vacation periods requested in accordance with their seniority. During prime time, vacations shall be taken in blocks of three (3) weeks or less. Prime time is defined as the months of June, July, August (1st Saturday in June to 1st Friday before Labour Day in any year).

20.06 If an employee is absent because of an injury for which he or she is receiving Workers' Compensation, vacation credits shall continue to accrue for six months from the date the accident occurred.

20.07 If an employee is hospitalized for non-elective reasons or is known to be convalescing from non-elective surgery or from a serious illness or injury, confirmed by a medical certificate, which commenced or occurred on or before her last scheduled day of work immediately prior to the commencement of her vacation, her vacation days so affected will be rescheduled at a mutually agreeable time if the employee so desires. In arranging such alternative date, it is understood that the employee concerned cannot use her seniority to displace vacation time already allotted to an employee in the bargaining unit with less seniority.

20.08 Subject to staffing requirements vacations may be split. It is agreed that any period of vacation shall be not less than five (5) days at any one time, however, not more than five (5) days of an employee's annual vacation entitlement may be taken in single days for those employees with four (4) weeks entitlement or less or ten (10) single days for those employees with five (5) weeks entitlement or more.

20.09 Vacations are to be taken during the year in which an employee is entitled, however, vacations may not be paid out except in the following circumstances:

- (a) Where an employee was absent for legitimate reasons and has accumulated vacation credits which if carried over would result in accumulated vacation credits in excess of the normal vacation entitlement for their years of seniority, the excess would be paid out.
- (b) Where a request has been granted to carry over a maximum of one week of vacation into the next vacation year for a special event or circumstances and such circumstances are changed, the vacation time may be paid out or the vacation time taken. It is understood that carry-over requests are granted or denied at the sole discretion of the Employer and the decision to take or to pay, in the event of cancellation, is that of the Employer.
- (c) It is understood and agreed that vacation carry-over for the purposes of Subsection (b) cannot be used during prime vacation time nor used to displace vacation time of a more senior employee.

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

- (i) All employees will schedule their vacation to be taken within the vacation year. The Hospital shall post a list of all employees showing their vacation entitlement and seniority. Any vacation that is not scheduled within the above guidelines, will be considered on a first come, first serve basis.
- (ii) Vacations will be granted on the basis of seniority.

20.11 Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (**1-1/2**) times her basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (**1**) vacation lieu day without pay off for each day on which she has so worked, subject to Article 20.10.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leave of absence without pay or other benefit may be granted by the Employer and any person who is absent with such permission shall not lose any of their seniority rights during such absence. An employee's request for leave of absence shall not be unreasonably withheld. Requests for leave of absence shall be made in writing **two** (2) weeks in advance of commencement, and shall specify the reason. The Employer shall respond within seven (7) calendar days. This provision for advance notice shall be waived in cases of emergency. It is understood this Article includes leaves for Board members of R.P.N.A.O. and/or College of Nurses.

21.02 During the period of absence, the employee shall not engage in gainful employment for any other person, firm or corporation. Failure to comply with this provision may result in disciplinary action being taken.

21.03 Vacation credits will not accrue during leave of absence without pay, except for leave of absence on Union business for **two** (2) months or less.

21.04 (a) Pregnancy Leave

An employee who is pregnant and who has been employed for at least thirteen (**13**) weeks immediately preceding the estimated date of her delivery, shall be entitled to a pregnancy leave of up to seventeen (**17**) weeks in duration.

The employee shall give written notice at least **two (2)** weeks prior to the ~~rate~~ upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

An employee may begin her pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. The pregnancy leave continues for seventeen (17) weeks after it began. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

An employee on pregnancy leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 20 of the Unemployment Insurance Act, shall apply for and be paid a Supplemental Unemployment Benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the **two** week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate, on her last day worked, prior to the commencement of the leave, times her normal weekly hours.

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

The Hospital may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of non-performance of her work is materially affected by the pregnancy.

(b) **Parental Leave**

An employee who has been employed for at least thirteen (13) weeks ~~is~~ eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own.

Such leave must commence within thirty-five (35) weeks of the day the child was born, or becomes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give at least ~~two~~ (2) weeks notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within ~~two~~ (2) weeks of stopping work.

Parental leave ends eighteen (18) weeks after it began or ~~on~~ an earlier day if the employee gives the Hospital at least four (4) weeks written notice of that day. In the case of adoption, the employee who is an adoptive parent may request the parental leave to be extended to twenty-four (24) weeks duration.

An employee on parental leave, as provided under this Agreement, who has applied for and is in receipt of Unemployment Insurance Parental Benefits, pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the ~~two~~ (2) week Unemployment-Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ~~ten~~ (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked, prior to the commencement of the leave, times her normal weekly hours.

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

- (c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks notice.

- (d) Employees will continue to be enrolled in all pension and benefit plans included in Article 22 of this Agreement unless the employee gives the Hospital written notice that the employee does not intend to pay the employee's contribution, if any, to such benefit plans. The Hospital will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such benefit plans may make such arrangements with the Hospital as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post dated cheques.

- (e) The employee shall be re-instated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not.

- (f) It is understood that during pregnancy leave or parental/adoption leave, seniority shall continue to accrue. Credit for service for the purpose of vacation entitlements shall be accumulated, however, sick leave credits for part-time employees will not accrue during such period and vacation pay would be proportional to hours worked in the vacation year.

21.06 **Bereavement Leave**

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her/his regular pay for her/his scheduled hours, in conjunction with the day of the funeral of a member of her/his immediate family. "**Immediate family**" means spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-children, and legal guardian. Spouse for the purposes of bereavement will include partners of the same sex.

Where an employee does not qualify under the above noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

21.07 **Union Leave**

- (a) Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave of absence at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall accumulate for employees during such leave on the basis of what her/his normal regular hours of work would have been. Service shall accumulate for employees during such leave to a maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of the premium of any of the following benefits which they elect to participate during such leave: semi-private, drug, dental and vision. It is understood that no other benefits unless mutually agreed are available during such leave. The employee shall notify the Hospital of his/her intention to return to work as soon as possible, but no later than six (6) weeks prior to the date of such return. The employee shall be returned to his/her former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. The Hospital may fill the vacancy resulting from such leave on a temporary basis.
- (b) Union business shall be considered good cause for leave of absence without pay or other benefit, and an employee elected or selected to attend conventions, seminars, educational classes or other Union business shall be granted leave of absence.

Leave of absence for Union business shall be applied for in writing by the employee to his/her Department Head at least ~~two~~ (2) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time he/she shall be away from his/her work and the purpose of the leave.

The Employer agrees to maintain the normal wages and benefits during absences for Union business. The Hospital will invoice the Union, not less than every six (6) months, for the employee's wages and benefits.

21.08 Jury Duty

Employees who are called to serve as jurors or subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his duty, the employee shall obtain a certificate from the Court showing the period of his jury or witness service and shall deposit this certificate together with the full amount of the compensation, but not including travelling allowance, with the Hospital Business Office.

21.09 (a) Leave for Board of Directors, Education Committee

The Hospital will, subject to the operational requirements, grant leave of absence without pay or benefits to an employee elected to Board Committees, example, The College of Nurses of Ontario, or Registered Practical Nurses Association of Ontario, allowing adequate time to perform their functions as Board members. Membership on a Registered Practical Nurse related educational committee at the University or College level will also be considered on the above basis. An employee shall send a written request ~~two~~ (2) weeks in advance of the commencement of such leave of absence. Seniority and service shall accumulate for full-time and part-time employees during such leave.

(b) Education Leave

If required by the Hospital, 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 qualifications.

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

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to

enable attendance at a recognized upgrading **course** or seminar related to employment with the Hospital.

- (c) Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized, and the Hospital will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

When an employee is on duty and authorized to attend any in-service program within the Hospital and during regularly scheduled working hours, she shall suffer no **loss** of regular pay. When an employee is elected or appointed to a Hospital Committee, during his/her regularly scheduled working hours, **she/he** will suffer no loss of regular pay. If the meeting commence prior to her tour of duty or extends beyond her tour of duty, **she/he** shall be paid at straight time. Such hours to be submitted in writing to the Department Head by the employee.

The delegation of added nursing skills and sanctioned medical acts (**special** procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Hospital policy related thereto.

ARTICLE 22- HEALTH BENEFITS

Any benefit plans as provided herein shall remain in full force for the duration of the Collective Agreement.

22.01 The Hospital will assume the responsibility of paying One Hundred Per Cent (100%) of the premium cost of the Ontario Health Insurance Plan for full-time employees in the bargaining unit.

22.02 Group Life Insurance

The Hospital will assume the responsibility of paying One Hundred Per Cent (100%) of the premium cost of the Manulife Group Life Insurance Plan for full-time employees in the bargaining unit to a maximum of **two** (2) times the employee's annual salary calculated to the nearest Five Hundred Dollars (\$500.00).

22.03 Drug Plan

- (a) The Hospital will provide full-time employees in the bargaining unit with the Two Dollars Fifty Cents (\$2.50) Manulife Co-Pay Drug Prescription Plan (or equivalent) which has no deductible but which charges \$2.50 for each

prescription filled and the Hospital will pay One Hundred Per Cent (100%) of the premium charged therefore. Such Plan will include "Mandatory Drug Selectio .

- (b) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees in the active employ of the Hospital under the existing Manulife Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible.

22.04 Dental Plan

The Hospital will provide full-time employees in the bargaining unit with coverage under the Manulife Dental Plan (or equivalent), and will pay Seventy-Five Per Cent (75%) of the premium therefore, based upon the current O.D.A. tariff in effect from time to time during the term of this Agreement. Such plan provides for check-ups not more frequently than every nine (9) months.

22.05 Vision Care Plan

The Hospital will provide to full-time employees a Vision Care Plan with a maximum coverage of Ninety Dollars (\$90.00) over a period of twenty-four (24) months with the Hospital paying 100% of the premium charged therefore.

22.06 Audio Plan

The Hospital will provide to full-time employees a hearing aid program based on the Manulife Audio Plan, One Hundred Per Cent (100%) Hospital paid, \$500.00 lifetime maximum.

22.07 Pension Plan

It is agreed that full-time employees will participate and part-time employees may participate in the Hospital's of Ontario Pension Plan. It is agreed that enrollment in such pension plan will be in accordance with the requirements of such Plan.

22.08 Premiums Paid During Illness or Injury

- (a) The Hospital agrees to continue to pay said premiums on behalf of all employees who are absent because of illness or injury for the balance of the month in which said illness or injury occurs and for the month following or for a period of absence covered by sick days, whichever is greater.
- (b) Employees who are absent due to illness or injury compensable under the Workers' Compensation Board shall be considered as being on leave of absence without pay. However, the Hospital shall pay the premiums as stated in Article 22 for the first twelve (12) months of such compensable illness or injury provided

the employee pays their portion, if any. The Hospital will notify an employee in writing as to what arrangements are necessary to allow the employee to continue to pay premiums after the time periods specified.

22.09 **Change of Carrier**

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

22.10 The Union acknowledges that the employer has agreed for the term of this Agreement to absorb the additional costs due to increased premiums required to maintain the current level of Health Care Benefit Plans.

22.11 The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these Benefit Plans as is currently contributed by the Hospital to the billed premiums of active employees.

ARTICLE 23 - SICK LEAVE

23.01 **Sick Leave Defined**

The Parties recognize that unavoidable absences due to illness or injury not compensable under the Workers' Compensation Act may occur and therefore here set out the following provisions which are understood to provide benefits subject to the terms and conditions contained therein.

- 23.02 (a) Absence due to illness or injury, compensable by the Workers' Compensation Board, shall not be charged against sick leave credits or entitlements.
- (b) A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim from Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the full-time employee provides evidence of disability satisfactory to the Hospital and a

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

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

- (a) Employees who report sick must notify their Manager at least one and one-half (1-1/2) hours on the day shift and four hours on the evening or night shifts prior to reporting time if reasonably possible.

Employees of other departments are to call in accordance with departmental policy.

- (b) When reporting to the immediate supervisor that she will be absent because of illness an employee should, whenever possible, indicate the expected date and time of return to work. If impossible to advise when they would be available for work, then the notification requirements of (a) above should be performed each scheduled shift. When the date and the time of return to work is definite, an employee must report this information to their immediate supervisor. This information is to be provided a minimum of one day in advance where greater notice is not possible.

23.04 The employee will submit a medical certificate for any illness greater than three (3) consecutive days. The medical certificate will be submitted to the Occupational Health Office as the case may be or in their absence a delegate. Further, if the medical certificate is not produced by the employee, the Employer will not be required to pay the employee his or her wages for the time away from work. However, such medical certificate satisfactory to the Hospital may be required at any time where a pattern of absence or other indication of attendance abuse arise.

23.05 An employee who terminates his employment with the Employer and has received payment in lieu of accumulated sick leave credits shall not be entitled to receive over an aggregate of fifty per cent (50%) for any such credits should he be rehired and again terminates his employment.

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

23.07 Accumulative Sick Leave - Part-Time

Sick leave privileges for part-time employees will be as follows:

- (a) Prorated as part-time hours bear to full-time, a part-time employee shall:
 - (i) At the commencement of the fourth month of continuous employment shall be credited with up to three (3) days sick leave with pay.
 - (ii) Thereafter such employee shall be credited with up to one (1) day's sick leave with pay for each additional month of continuous employment until completion of one (1) year of continuous employment.
 - (iii) After completing one (1) year of continuous employment, an employee shall be credited with up to one and one-half (1-1/2) days of sick leave with pay for each additional month.
- (b) At the end of each year of continuous employment, the unused portion of an employee's sick leave for that year shall accumulate, the maximum accumulation in any one year being eighteen (18) days of sick leave and the maximum total accumulation for any one employee being one hundred fifty (150) days of sick leave.
- (c) It is agreed that any accumulated sick leave credits due to an employee prior to the execution of this Agreement shall be continued to be allowed and recognized in computing the maximum accumulation of one hundred and fifty (150) days.
- (d) Absence due to illness or injury, compensable by the Workers' Compensation board, shall not be charged against sick leave credits or entitlements.
- (e) Absence due to illness in any year shall be charged to the accumulated sick leave reserve credited to the employee concerned on the basis of one (1) sick leave credit for each sick day with pay until credits are used up. As credits are used up they may again accumulate to the maximum.
- (f) A part-time employee will not lose any accrued sick leave days in their sick bank when they transfer to full-time but will be subject to Article 23.08(i).

Such transferred employee will be allowed to utilize sick days accrued as part-time to top up HOODIP benefits available as full-time.

- (g) A full-time employee who transfers to part-time will no longer be covered under H.O.O.D.I.P. but will commence accumulating sick leave credits in accordance with this Article. In addition, if the employee had a frozen sick leave bank under Article 23.08 (i) they would be entitled to draw upon that bank if necessary.
- (h) A part-time employee's sick leave credits accumulated prior to December 12th, 1986 will be "red-circled" and will not be used until sick leave subsequently accumulated has been exhausted. Upon termination of employment, part-time employees shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of sick leave credits accumulated prior to December 12th, 1986 up to a maximum of sixty (60) days of sick leave and, in addition, an amount equal to their unused portion of sick leave credits accumulated from and after December 12th, 1986 **[subject to Article 23.07 (c)]** up to a maximum of seventy-five (75) days based on the following pay-out formula:

2 years seniority	25%	4 years seniority	40%
3 years seniority	33%	5 years seniority	50%

Such amounts are to be paid in full and complete settlement of any unused sick leave to an employee's credit on date of termination except in the following cases:

- (i) If the employee is discharged by the Hospital for just cause and such employee has not been reinstated through the Grievance Procedure, or
- (ii) If the employee leaves the employ of the Hospital without giving two (2) weeks notice in writing, or
- (iii) If an employee has not completed two (2) continuous years of employment with the Hospital.

23.08 Sickness Insurance (H.O.O.D.I.P. or Equivalent! - Full-Time

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent (full-time) to that described in the 1980 Hospital of Ontario Disability Income Plan brochure.

The Hospital will pay 75% of the billed premium towards coverage of full-time eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more 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 program, employees on the active 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.

- (b) Effective the date of transfer, the existing sick leave plan shall be terminated and any provisions relating to the plan shall be null and void under this Collective Agreement except as to those provisions relating to pay out of unused sick leave benefits which are specifically dealt with hereinafter.
- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer to the Plan set out in Article 23.08 (a). The "sick leave bank" shall be utilized to:
 - (i) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
 - (ii) Pay out shall be made on the termination of employment, or in the case of death, to the employee's estate. The amount of the pay out shall be a cash settlement based on the employee's salary rate in effect as of April 1, 1997 for the unused sick credits to the maximum provided under the sick leave plan in which she participated as of the date of this Agreement;
 - (iii) An employee who, as of the date of this agreement, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by The Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by The Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred

per cent **(700%)** of the employee's net earnings to the limit of the employee's accumulated sick leave credits.

- (d) When an employee has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate.
- (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- (f) The Hospital will notify each employee of the amount of unused sick leave in her bank annually during the month of April.
- (g) Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this Agreement.
- (h) A copy of the current HOODIP text or where applicable the master policy of HOODIP or equivalent, shall be provided to the Union.
- (i) For full-time employees who were previously covered by the Collective Agreement between Windsor Regional Hospital and C.U.P.E. 1132 at the Western Campus, who had sick leave credits accumulated prior to December 12, 1986 will be red circled and will not be used until sick leave subsequently accumulated has been exhausted. Upon termination of employment, full-time employees shall be paid a cash settlement based on the wage rate effective April 1, 1997, equal to their unused portion of sick leave credits accumulated prior to December 12, 1986 to a maximum of sixty (60) days. In addition, all other sick leave credits accumulated up to a maximum of one hundred fifty (150) days shall be paid out upon termination based on the following pay out formula and at the wage rate effective April 1, 1997 to a maximum of 75 days.

2 years seniority - 25%

4 years seniority - 40%

3 years seniority - 33%

5 years seniority - 50%

Such amounts are to be paid in full and complete settlement of any unused sick leave to an employee's credit on date of termination except in the following cases:

- (i) If the employee is discharged **by** the Hospital for just cause and such employee has not been reinstated through the Grievance Procedure, or
- (ii) If the employee leaves the employ of the Hospital without giving two (2) weeks notice in writing, or
- (iii) If an employee has not completed two (2) continuous years of employment with the Hospital.

ARTICLE 24 - PART-TIME EMPLOYEES

24.01 Part-time employees shall be paid the same proportion of a full-time employee's wage rate as set out in the appropriate schedules to this Agreement as the part-time employee's time worked in a pay period bears to full-time and part-time employees shall also be entitled to the same shift premiums as full-time employees and to the same proportion of Paid Holiday, Vacation benefits as their hours worked bear to full-time.

Part-time employees shall be entitled to participate in health care benefits by paying a portion of the premiums based on the ratio of hours worked as compared to full-time hours averaged over a six (6) month period. It is acknowledged and agreed that part-time employees are eligible to participate in the Hospitals of Ontario Pension Plan but not in the Group Life Insurance plan.

ARTICLE 25 - WAGES

25.01 Attached hereto is Schedule "A" showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that the said schedule and the contents thereof shall constitute a part of this Agreement.

- 25.02 (a) The job classification mentioned in Schedule "A" shall not be changed for the purposes of evading payment of the proper wage schedule. In establishing the minimum wage rate for all new employees, the Employer agrees that wages now being paid for the classifications of this Agreement shall continue to be paid as provided herein.
- (b) The regular pay day shall be every second Thursday, during the term of this Agreement. Pay will be deposited directly into an employee's preferred bank where possible, with an itemized statement of wages and deductions.
- (c) In the event an error has been made on an employee's pay, resulting in an employee losing one day's pay or more, this adjustment will be issued to such employee on the Monday following the regular pay day as long as the employee

brings the error to the attention of their Department Head before 4:00 p.m. on the Thursday.

ARTICLE 26 - REGISTERED PRACTICAL NURSE QUALIFICATION

26.01 A registered Practical Nurse shall be one who is currently Registered with the Ontario College of Nurses and is employed as an R.P.N. A Registered Practical Nurse is required to present to his/her Unit Manager by the 15th of February of each year his/her currently registration certificate.

ARTICLE 27 - UNIFORMS

27.01 If an employee's uniform is damaged or destroyed in the course of his/her duties as an employee of the Employer, the Employer agrees to repair or replace such uniform at its expense. If the uniform is replaced, such replacement shall be with a uniform of average or medium grade.

ARTICLE 28 - UNION NOTICES

28.01 The Hospital agrees to provide two (2) bulletin boards at each Campus at mutually satisfactory locations for posting notices of Union activity. Such notices shall not be removed by unauthorized personnel

28.02 Such notices shall be submitted by the Chief Steward to the Department of Employee Relations for approval. There shall be no distribution or posting by employees of pamphlets, advertising, or political matter, cards, notices, or any other literature on the Hospital's property except as herein provided.

ARTICLE 29 - JOB CLASSIFICATION

29.01 When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

When the Hospital makes a substantial (substantial change to be defined as a change in skill, knowledge and/or complexity level sufficient enough to have a potential impact on the proper classification of the job in question) change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of the arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B. an employee is unable to carry out the regular functions of his/her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

29.02 The Hospital shall provide the Union with job descriptions for active job classifications.

ARTICLE 30 - GENERAL

30.01 Whenever the singular or masculine is used throughout this Agreement; they shall be construed as meaning plural or feminine or neuter gender where the context, or the parties hereto so require.

30.02 In-Service Program

- (a) Employees recalled from lay-off after one (1) year or an employee transferred on a permanent basis may be provided any orientation determined necessary by the Hospital. A request by such an employee for orientation shall not be unreasonably denied.

- (b) R.P.N.'s may be required, as part of their regular duties, to supervise the activities of students and will **be** informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Hospital by the educational institution with respect to the skill level of the student will be made available to R.P.N.'s recruited to supervise the students.

- (c) The Hospital undertakes to notify the Union in advance, so far as practical, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological change on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

- (d) Where computers are introduced into the workplace, and employees are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the employees involved.

30.03

Accident Prevention - Health & Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee (s), one (1) representative and one (1) alternate (per committee), selected or appointed by the Union from among the bargaining unit employees.
- (c) Such Committee(s) 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.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee (s) to fulfill its functions. In addition, the Hospital will provide the Committee(s) with reasonable access to **all** accident reports, health and safety records and any other pertinent information in its possession.

- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee(s) shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative(s) appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee(s) in accordance with the foregoing, shall be granted.
- (g) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member(s) of the Accident Prevention - Health & Safety Committee(s) attending meetings of the Committee(s) and carrying out his/her duties, shall be deemed to be work time for which he/she shall be paid by the Hospital at his/her regular rate or premium rate as deemed appropriate by legislation.
- (i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (j) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

30.04 **Incident Reports**

Once a claim is established with Workers' Compensation Board, the Union Health and Safety representative will be provided with a copy of the Incident Report and Form 7, or equivalent, so that the claim can be monitored by the Union.

30.05 **Modified Work Program**

The Hospital and Union agree to support the principle of prompt rehabilitation and return to work of an employee who sustains an injury arising out of and in the course of employment (within the meaning of WCB Act) that are eligible for WCB benefits or injury sustained outside the workplace or for reasons of long term illness. Consequently, the following Modified Work Program will apply:

- (i) Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
- (ii) Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker, Union Representatives, and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Representative.
- (iii) If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker.
- (iv) It is understood that a Representative of the Union will accompany the worker at any meetings.
- (v) The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
- (vi) The injured worker will receive full wages and benefits while in the Program.

30.06 **PRINTING EXPENSES**

It is mutually agreed between the Employer and the Union that the expense for printing the Collective Agreement shall be shared equally by both parties.

ARTICLE 31 - TERM OF AGREEMENT

31.01 **Termination of Agreement**

Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1st day of January 1995, and remain in force until the 31st day of March 1998, and thereafter it shall be automatically renewed each year for one (1) year only without change unless in any year either party gives notice in writing to the other party of its desire to revise or amend this Agreement, such notice to be given not earlier than ninety (90) days and not later than thirty (30) days prior to the annual expiration date. If such notice is given, negotiations between the parties shall begin within ten (10) days following such notice,

If, pursuant to such negotiations, an agreement or the revision or amendment is not reached p. to the current expiration date, this agreement shall remain in full force and effect after such expiration date in accordance with the provisions of The Labour Relations Act.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper officers in that behalf, respectively.

~~WINDSOR REGIONAL HOSPITAL~~

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 1132**

Pierina DeBeelis

Kathy Caldwell

Sharon Bondy

Gail Lenehan

Ken McMillan

Rosalind Baldwin
Gerald C. Y

[Signature]

Bernice Markham

Jane Richard

WINDSOR REGIONAL HOSPITAL

CU.P.E. LOCAL 1132 (R.P.N. UNIT)

SCHEDULE 'A'
Effective April 1, 1997

<u>CLASSIFICATION</u>	START	<u>6 MONTHS</u>	<u>1 YEAR</u>
Registered Practical Nurse (R.P.N.)	\$16.17	\$16.68	\$17.02
O.R. Technician	16.75	17.12	17.52
Certified Rehab. Assistant	16.03	16.39	16.77
Non-Certified Rehab Assistant	15.46	15.95	16.27

LETTER OF UNDERSTANDING

between

WINDSOR REGIONAL HOSPITAL

and


**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1132**

RE: ARTICLES

Where exercising rights under Article 8, Employees shall not displace other employees in the **Burn** Unit or the classifications of Certified and Non-Certified Rehab Assistants where there are other equivalent positions available to them under Article 8.

Dated at Windsor, Ontario this 2nd day of June, 1997.

FOR THE HOSPITAL

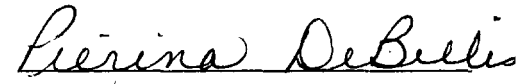


Doug Egan

B. Marsham

Jane Richard

FOR THE UNION



Pierina DeBellis

Kathy Caldwell

Sharon Bondy

Gail Lenahan

Ken McCalland

Rosalind Balthwin

Meredith Carey

MEMORANDUM OF SETTLEMENT

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(hereinafter referred to as "The Hospital")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES UNION, LOCAL 1132
(hereinafter referred to as "The Union")

1. The parties herein agree to the terms of this memorandum and the Collective Agreement attached hereto as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties unanimously do hereby agree to recommend complete acceptance of all terms of this Memorandum and the Collective Agreement attached hereto to their respective principals.
3. All changes in the collective agreement to be effective upon ratification unless otherwise specified.
4. In addition to the wage rates set forth in the Collective Agreement, effective April 1, 1997, employees in the bargaining unit will receive retroactive adjustments on all paid hours from April 1, 1996 to March 31, 1997 as follows:

R.P.N.'S - sixty cents (\$0.60) per hour.

O.R. Technicians - sixty cents (\$0.60) per hour.

Certified Rehabilitation Assistants - sixty cents (\$0.60) per hour.

Non-Certified Rehab. Assistants - *fifty*cents (\$0.50) per hour.
(formerly Physio/Occupational
Therapy Attendants - Met. Campus)

Non-Certified Rehab. Assistants - sixty cents (\$0.60) per hour.
(formerly Rehab. Aides - Western
Campus)

DATED AT WINDSOR, ONTARIO, THIS 21 DAY OF April, 1997.

FOR THE HOSPITAL:

[Signature]

[Signature]

[Signature]

FOR THE UNION:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
