

COLLECTIVE AGREEMENT

Between

WINDSOR REGIONAL HOSPITAL

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS - LOCAL 636, UNIT 25**

(FULL-TIME, PART-TIME AND CASUAL)

Expires – March 31, 2006

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COLLECTIVE AGREEMENT

Between

WINDSOR REGIONAL HOSPITAL
(hereinafter referred to as "the Employer")

And

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 636, UNIT 25**
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 (a) **Purpose** – It is the intent and purpose of the parties hereto that this Agreement shall:
- (i) protect and continue to improve the interests of the employees and the employer;
 - (ii) provide for prompt and practical adjustment of differences which may arise between employees and the employer;
 - (iii) ensure harmonious and efficient operation of the Hospital as a public service institution, intended to provide the adequate Hospital and clinical services to the general public;
 - (iv) set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties;
- (b) **Recognition** – The Employer recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees of Windsor Regional Hospital at Windsor, save and except:
- (i) All Supervisors and those above the rank of Supervisor, Environmental Control Officer, Social Workers, Registered Nurses engaged in a nursing or technical capacity;
 - (ii) The Secretary to the President, Secretaries to Senior Management, the Secretary(ies) and benefit administration staff in Human Resources, **Secretary to the Chief of Medical/Dental Staff and VP Medical Affairs** and Secretaries to the Program Directors;
 - (iii) Students employed during the school vacation period or on a cooperative work study program and;

(iv) All other employees covered by subsisting Collective Agreements.

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

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

(b) **Discrimination** – In accordance with the provisions of the Labour Relations Act of Ontario and the Ontario Human Rights Code, the parties agree that there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced with respect to any employee with regard to any term or condition of employment because of race, creed, colour, age, sex, sexual orientation, marital status, family status, ethnic origin, ancestry, place of origin, citizenship, record of offenses, handicap, or because any employee was or is a member of the Union or was or is exercising any rights under either of these Statutes or under this Agreement.

(c) **Workplace Harassment** - **The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.**

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is it meant to inhibit free speech or interference with normal social relations.

Any employee who believes they have been harassed contrary to this provision may file a grievance in accordance with the provisions contained in this agreement.

Any such employee may also utilize the hospital's policy on harassment or pursue the matter through the Ontario Human Rights Commission.

If any employee or the union makes a complaint under the Hospital's Protection of Human Rights in the Workplace policy and files a grievance, the subject matter of the complaint may not be referred to arbitration until the mediation process has been completed or ninety (90) calendar days have elapsed from the time of the filing of the complaint, whichever first occurs.

The Hospital agrees that a representative of the Union will be invited to be an active participant in any complaint under the Hospitals Protection of Human Rights in the Workplace policy if a member of the Union is a complainant or respondent.

- 1.04 (a) "Full-time employees" when referred to in this Agreement, shall mean employees regularly scheduled to work seventy-five (75) hours per bi-weekly pay period.
- (b) "Part-time employees" when referred to in this Agreement, shall mean employees regularly scheduled to work thirty (30) hours or more and less than seventy-five (75) hours per bi-weekly pay period. "Regularly scheduled" does not include hours worked while filling in on a temporary basis.
- (d) "Casual employees" when referred to in this Agreement, shall mean employees regularly scheduled to work less than thirty (30) hours per bi-weekly pay period. "Regularly scheduled" does not include hours worked while filling in on a temporary basis.

1.05 It is not the intention of the Hospital to create part-time and/or casual employment at the expense of full-time employment. If it can be shown that one or more part-time and/or casual employees are consistently working in excess of their regularly scheduled hours as defined in 1.04 (b) and (c) above (excluding hours worked while filling in on a temporary basis due to the absence of a regular full-time and/or part-time employee), the Hospital will meet with the Union to review the facts and determine whether the status of any position(s) should be changed from casual to part-time or part-time to full-time.

ARTICLE 2 – UNION SECURITY AND CHECK-OFF

2.01 All present employees who are members of the Union, and those who subsequently choose to become members of the Union, shall maintain such membership in good standing as a condition of continued employment during the term of this Agreement.

2.02 All future employees must become and remain members in good standing of the Union as a condition of employment during the term of this Agreement.

2.03 All employees covered by the terms of this Agreement shall, as a condition of employment, pay monthly Union dues or the equivalent of monthly Union dues, as established by the Union in accordance with its Constitution and By-Laws, and such Union dues shall be paid through monthly check-off deductions as outlined below.

2.04 The Employer agrees to deduct in equal amounts from each pay received in the calendar month of each employee who is covered under the terms of this Agreement, the monthly Union dues as established by the Union from time to time. The responsible officer of the Union shall notify the Employer in writing of the appropriate amounts of the foregoing, and any changes thereto, as they become effective. It was further clarified that this does not compromise the situation where term certain do not pay Union dues until after six months.

2.05 The Union dues shall be deducted in equal amounts from each pay received in the calendar month and shall be remitted along with **an alphabetical listing** of all employees from whom such deductions were made, to the financial secretary of the Union before the twenty-fifth (25th) day of the month following the month in which such deductions were made. The Employer also agrees to deduct and remit an amount equal to the union initiation fee from each new employee – upon the successful completion of their probationary period.

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

2.07 Both parties agree that they are subject to the terms of the Hospital Labour Disputes Arbitration Act.

2.08 As part of the Employer's Orientation program, the Chairperson or her delegate of the Union will be notified in writing whenever a new employee is hired and invited to introduce herself and explain any matter of interest to any such new employee or employees. This meeting shall be restricted to a maximum of fifteen (15) minutes.

ARTICLE 3 – JOB CLASSIFICATION

3.01 The schedule of job classification grades in effect following the effective date of this Agreement is incorporated into this Agreement as Schedule “A” and shall remain in effect for the duration of this Agreement subject to Article 3.02 below.

3.02 When a new position appropriately covered by this Agreement is established, or where existing job duties are significantly changed so as to affect or alter the job classification(s), the job description will be forwarded to the Union accompanied by a proposed rate based on already existing comparable classifications. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary, when agreed upon, shall be retroactive to the time the current vacancy was filled by the employee.

ARTICLE 4 – CLASSIFICATION PROTECTION

4.01 Persons not included in the bargaining unit shall not do any work that is done by employees falling within the scope of this Agreement except in cases of emergency (an emergency as referred to herein shall be defined as a sudden unexpected occasion or combination of events calling for immediate response and/or action), or for the purpose of instructing new employees.

4.02 (a) Definition of technological change:

Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which could or may result in the displacement of an employee from his/her regular job.

(b) An employee who is rendered redundant or displaced from her job as a result of technological change, shall have an opportunity to fill any vacancy for which she has seniority and which she is able to perform and, if there is no vacancy, shall have the right to displace employees with less seniority provided she is able to perform the job within a **thirty (30)** working day period.

(c) Where technological changes occur, which would require some familiarization of an incumbent with the new procedure to allow them to continue in their present position the Hospital will undertake to provide a reasonable familiarization period. This reasonable period is to be mutually determined prior to the implementation of the change.

4.03 Where employees are required by the Hospital to take courses or orientation to upgrade or acquire new employment qualifications to maintain their current job classification, the Hospital shall pay the full costs associated with the course or orientation.

ARTICLE 5 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE 6 – SENIORITY

- 6.01 (a) Seniority means the period of time a full-time employee has been employed by the Employer in any type of work covered by this Agreement, and it shall date from the last date of hiring as a full-time employee, and it shall be maintained and accumulated unless terminated as provided in Section 6.05 hereof.
- (b) For a part-time or casual employee seniority means the period of time an employee has been employed by the Employer in any type of work covered by this Agreement. Seniority shall be maintained and accumulated on the basis of hours worked unless terminated as provided in Section 6.05 hereof.
- 6.02 (a) **Probationary Period**
Full-Time – New employees will be considered on probation until they have accumulated sixty (60) working days in a consecutive six (6) month period of employment. Upon satisfactory completion of the probationary period, the employee's

seniority will be deemed to have commenced sixty (60) working days immediately prior to the date of completion.

- (b) **Part-Time and Casual** – New part-time and casual employees will be considered on probation until they have accumulated four hundred and fifty (450) working hours, equivalent to sixty (60) working days. Upon satisfactory completion of the probationary period, the employee will be credited with 450 hours seniority.

- 6.03 (a) During the probationary period, the Employer will assess the performance, abilities, and suitabilities of the newly hired employee. When the Employer has concerns regarding the performance, abilities, or suitabilities of the employee, those will be shared with **part-time and/or casual employees no later than 225 hours worked and for full-time employees no later than 30 days worked.**

Where the Employer concludes that the newly hired employee cannot demonstrate the required performance or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal.

- (b) The Union shall be notified in writing of all promotions, demotions, hires, completion of probation, lay-offs, transfers, recalls, resignations, retirements or other terminations of employment by the tenth (10th) day of the following month during which the changes occurred.

6.04 **Seniority Rights**

- (a) In cases where qualifications, relevant experience, performance and ability are relatively equal, bargaining unit-wide seniority shall be the deciding factor when decisions are made with regard to promotions, permanent transfers, term appointments and demotions, lay-offs and recall within the bargaining unit, provided, however, that in the case of lay-offs and recalls, a senior employee who exercises her seniority to displace a junior employee, must be willing and capable of performing the duties of the displaced employee within a thirty (30) working day period.
- (b) For the purpose of vacation time selection, it is agreed that senior employees will be allowed a preference of selection over junior employees in their own department.

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

- (a) is discharged and not subsequently reinstated through grievance or arbitration procedures.
- (b) resigns or is absent for two (2) consecutive scheduled working days without notifying the Employer, unless she is able to provide a satisfactory reason for her failure to notify the Employer.
- (c) fails to notify the Employer of her intention to return to work from a lay-off within twenty-four (24) hours after notification to return to work, or fails to return to work within seven (7) calendar days after notification, unless a satisfactory reason is given. Official notification shall consist of a registered letter or wire to the employee's last address on record with the Employer.
- (d) fails to return to work after the expiration of the term of a leave of absence, unless she is able to provide the Employer with satisfactory reason for her failure to return to work.
- (e) is absent from work because of lay-off for a continuous period in excess of thirty (30) months.
- (f) is absent because of illness or injury for more than two (2) years and is not expected to be fit to return to work in the foreseeable future, except for the employee who was injured on the job and covered under the Workplace Safety and Insurance Act. In such a case, a further extension of six (6) months will be added.

It is further agreed that when medical documentation indicates that the person will no longer be able to do the job, the position may be posted as a vacancy.

- 6.06 (a) Full-time and part-time employees, subject to the departmental workload requirements, staffing levels and the classification of employees, will be afforded the opportunity to choose their preferred shift (days, evenings or nights as defined by Article 16.01 [b]) and/or preferred starting time on the basis of seniority once annually, **no later than the first Friday in January**. Where steady shifts are available, employees who exercise this right will not be required to rotate through a three-shift schedule.
- (b) Notwithstanding the foregoing, and subject to a department's operational demands, work assignments and/or client service needs, full-time and/or part-time employees may be required to perform duties which may require them to vary their start times. Employees so affected will continue to work on the shift of their choice as defined by

Article 16.01 (b) and will not be required to rotate through a three-shift schedule. Where assignment to varying start times is necessary to ensure the continued efficient operation of the Hospital, such movement shall be subject to the following terms:

- i) Preferred shifts will be selected based on seniority.
- ii) Preferred start times will be selected based on seniority.
- iii) On the basis of seniority, the employees will select a prerequisite period of time (over the course of the calendar year) to work each of the alternate start times.

All employees working through this cycle shall be required to work an equal period of time on each of the alternate start times. The distribution of time spent on alternate start times will be determined by the number of staff and the number of start times subject to the cycle.

6.07 Seniority lists will be posted on the official bulletin board and will be revised at least semi-annually according to the records of the Employer. The Employer will supply copies of the seniority lists to the Chairperson of the Bargaining Unit and the Local Union Office.

6.08 An employee who is a member of the IBEW and who permanently transfers into a position in the Hospital that is not covered by the terms of this Collective Agreement shall retain the right to return to the bargaining unit within six (6) months of the transfer. Upon return to the bargaining unit, the employee will retain all seniority rights associated with her/his seniority as at the date of the original transfer.

In cases where the transfer is for a temporary period, the employee shall retain rights to their position within the bargaining unit for a period not to exceed six (6) months.

The provisions of this clause will only apply in cases where the employee has secured a withdrawal card from the Union.

ARTICLE 7 – LAY-OFF, BUMPING/RECALL FULL-TIME, PART-TIME, CASUAL

7.01 Notice of Lay-off

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

- (a) provide the Union with no less than ninety (90) calendar days of notice in writing of such lay-off, and
- (b) meet with the Union to review the following:

- (i) the reason causing the lay-off;
 - (ii) the service the Hospital will undertake after the lay-off;
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.
- (c) provide affected employees with written notice of no less than sixty (60) days.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Agreement.

Temporary Service Reduction

When the Hospital intends to reduce services in whole or in part for up to two (2) consecutive weeks at a time, e.g. over Christmas, March break, Summer shutdown, the Union shall be provided with written notification as far in advance as possible. Such notification shall be no less than four (4) weeks prior to the effective date of the shutdown. In addition, employees in their respective Departments will be informed of the staffing implications so they may schedule vacation, take an unpaid leave of absence or request a temporary transfer to another department.

Temporary Service Reductions will not be considered a “lay-off” for the purpose of exercising bumping rights, however, the Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity by aligning employees who wish to work with other employees in the same classification who would be willing to take time off so that both could be accommodated by a temporary transfer. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a Record of Employment indicating “a shortage of work” will be provided in accordance with the Employment Standards Act if requested.

7.02 Lay-Off

- (a) In the event of lay-off, the Employer agrees to meet with the Union and discuss the reasons for such lay-off, possible alternatives to it, and the method of implementation. On request by the Union, the Hospital will undertake to review specified contracted services which would otherwise fall within the work of the bargaining unit which may be subject to expiry and open for re-negotiation. The purpose of this review is to assess the practicality and cost effectiveness of having such work performed within the Hospital by members of the bargaining unit.

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

The Employer agrees that before any lay-off occurs it shall meet with the Union Executive for the purpose of agreeing on the lay-off procedure and details. It is further agreed that prior to any such lay-offs, probationary employees and students shall first be released and any situations involving temporary employees performing work of the bargaining unit will be reviewed with the Union.

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

Should a lay-off be required due to the consolidation or merger of two or more department(s)/nursing unit(s), then the employee(s) with the least bargaining unit wide seniority of the combined department(s) shall receive the displacement notice(s).

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

- (1) accept the lay-off, or
- (2)
 - (i) displace an employee as per 7.03 who is currently in a classification for which the laid off employee satisfies the qualifications as specified on the job posting sufficiently so as to be expect to perform those duties within thirty (30) days.
 - (ii) if unsuccessful, after thirty (30) days, they shall have the right to displace the most junior member of the bargaining unit, for which the laid-off employee satisfies the qualifications specified on the job posting sufficiently so as to be expected to perform those duties within thirty (30) days as above.

A lay-off shall be defined as a workforce reduction which results in a displacement from full-time to part-time or casual status, a reduction in hours of work, a displacement to a lower paying classification, or loss of employment.

7.03 **Bumping**

When the Hospital deems it necessary to lay-off bargaining unit members, affected employees will be laid off in reverse order of seniority within their classification and department. Any employee so affected, and who chooses to exercise their bumping rights shall be able to bump a less senior employee and shall do so in the following manner:

Full-time

- 1) Displace the least senior full-time employee (working the preferred shift of the senior employee) in any classification for which the employee holds the qualifications.
- 2) In the event that their seniority does not allow them to bump into another full-time position, the employee may then bump the least senior part-time employee in any classification for which they hold the qualifications and then the least senior casual employee in any classification for which they hold the qualifications.

Part-Time

- 1) Displace the least senior part-time employee (working the preferred shift of the senior employee) in any classification for which the employee holds the qualifications.
- 2) In the event that their seniority does not allow them to bump into another part-time position, the employee may then bump the least senior casual employee in any classification for which they hold the qualifications.

Casual

- 1) Displace the least senior casual employee (working the preferred shift of the senior employee) in any classification for which the employee holds the qualifications.

7.04 **Recall**

In circumstances where a full-time or part-time vacancy of a permanent nature occurs or a new full-time or part-time job in an existing or new classification of a permanent nature is created within the bargaining unit which the Hospital intends to fill and employees are on lay-off, the parties agree that the following conditions shall apply:

1. The vacancy shall be posted in accordance with Article 8.01.

2. Should a laid off or displaced employee have held or deemed to have held the vacancy within the previous six (6) months, the vacancy shall not be posted but offered to such qualified employee(s) in order of seniority. Where the employee refuses the opportunity to return to her former position, she shall advise the Hospital in writing. The Hospital shall provide the Union with a copy of the employee's notice.
3. Employees currently laid off as defined in Article 7.02 shall be considered applicants for the posted vacancy.
4. Qualified laid off employees shall have opportunity of recall to remaining available openings, in order of seniority. In the application of this procedure with respect to remaining available openings, it is understood that vacancies shall be offered first to laid off full-time employees, then laid off part-time employees and finally laid off casual employees.
5. Employees shall be recalled in reverse order of lay-off providing the employee has the qualifications to do the work required.

In determining the ability of an employee to perform the work for the purpose of Article 7.02 (2) (i) the Hospital shall not act in an arbitrary or unfair manner.

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

Qualified employees on lay-off shall be offered any resultant temporary vacancies remaining after senior employees have had first opportunity under Article 8.11 before hiring a new employee. 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.

7.05 **Benefits on Lay-Off**

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums **for thirty (30) days following the date of the layoff.**

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium costs of a benefit or benefits for up to twelve (12) months following the end of the month in which the lay-off occurs. Such payment can be made through the Human Resources Department of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

7.06 **Lay-off of Union Executive**

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

ARTICLE 8 – JOB POSTING/JOB TRANSFERS

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

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

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

8.02 (a) Applications will be accepted only from employees who have completed the greater of their probationary period, six months of regular employment and who have been placed on regular staff, and shall include such regular staff on lay-off, as defined in Article 7.02.

(b) For the purposes of this Article, any part-time and/or casual employee who submits an application for a posted vacancy, shall receive credit for their part-time hours on the basis of one (1) year being equal to 1950 hours. In the event that there are no

applicants from within the bargaining unit, who are successful, the Employer shall address the situation as it sees fit.

- (c) The successful individual shall confirm in writing to the Hospital of **his/her decision (accept/decline) within twenty-four (24) hours, excluding weekends and holidays, of notification by Human Resources. A successful job bid will be defined as any offer for a job posting which has been accepted by the employee by signing the appropriate form from Human Resources.**

8.03 An employee with more seniority than the successful applicant who applies for a job and fails to obtain same, shall be so notified in writing and be given the reasons for the rejection of her application by the Employer within one (1) week of the selection. A copy of such document shall be copied to the Union Chairperson or delegate.

8.04 Whenever job postings occur, the Employer shall consider employees who are on vacation, off sick, or on leave of absence, for an expected period not to exceed three (3) weeks, provided the said employees have filed with the Employer, a transfer request indicating an interest in transferring from their present job classification and provided such transfer request is made in compliance with 8.10 (b). When filling the position posted, all applications made directly, or through the job transfer file, shall be considered in compliance with paragraph 6.04 hereof. The Employer will give a copy of the transfer request or job posting to the employee upon request. Such requests should include date and time submitted to Human Resources.

8.05 The Employer will post the list of all applicants indicating the successful one and any job vacancies created by the job posting. A copy of this list will be given to the **Vice-Chairperson** of the Union.

8.06 The vacancy caused by the selection of an employee to fill the primary posted position will be posted for three (3) consecutive working days. The second subsequent vacancy caused, if any, will be posted for one (1) working day. The subsequent vacancy caused, if any, will be filled first by reference to the transfer file according to Articles 6.04, 7.04 and 8.04 hereof. If there are no qualified applicants the position will be filled at the Employer's discretion. All subsequent vacancies caused will be filled at the Employer's discretion.

8.07 (a) Employees transferred on this basis will be placed on a trial period for thirty (30) working days, and if the employee transferred or promoted has then proved to be suitable, all seniority privileges shall transfer with him or her. If such employee reverts to his or her previous classification as a result of being unable

to fulfill the new duties, then he or she shall maintain all rights and privileges under the collective agreement, which has accrued to him or her in the previous classification. If an employee returns to his or her last position either by choice or is found unsuitable within the thirty (30) working day trial period, the position will first be filled from the other remaining applicants on the posting, and if there are no successful job candidates, then the job will be re-posted again for one (1) day.

- (b) Upon promotion to a higher classification, an employee shall be paid at an increment level in the new classification which will result in a higher salary rate than the employee had received prior to such promotion. **For the following promotions only, and upon successful completion of the thirty (30) working day trial period, the employee will maintain the same grid level according to their seniority (i.e. if at the 18 month rate, move to the 18 month rate) and shall further advance through the increment grid as outlined in the collective agreement:**

- (i) **Payroll Clerk to Senior Payroll Clerk;**
- (ii) **Accounts Payable Clerk to Senior Accounts Payable Clerk;**
- (iii) **AR Tech to Senior AR Tech;**
- (iv) **Admitting Clerk to Admitting Clerk I;**
- (v) **Cashier to Senior Cashier;**
- (vi) **Billing & Receivable Clerk to Senior Billing & Receivable Clerk.**

Upon transfer to a classification within the same grade, an employee shall receive the same rate of pay received prior to the transfer. Upon transferring to a lower classification, an employee shall receive pay at an increment level that results in a lesser salary rate than the employee had received prior to the transfer.

8.08 When a casual vacancy of a permanent nature occurs or a new casual job in an existing or new classification of a permanent nature is created within the bargaining unit which the Hospital intends to fill, the transfer file will be consulted to determine if any qualified employees as envisaged in 6.04 (a) hereof are available. The senior transfer applicant found to comply with 6.04 (a) will be given the first opportunity to fill the opening. The first subsequent vacancy caused by the filling of the initial vacancy will be filled by reference to the transfer file and if no qualified applicant exists may be filled at the discretion of the Department Head. All other subsequent vacancies if any, may be filled at the discretion of the Department Head.

8.09 The Union will be notified in writing of the name of the successful transfer applicant and any senior applicants who were not given the job. This notice to be provided within one week of the selection.

- 8.10 (a) A transfer file will be maintained in the Human Resources office for employees to indicate which other departments they would like to be considered for.
- (b) A written request for transfer may be made by advising the Hospital and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date and time it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.
- (c) It is understood that once any employee has been successful in securing any new casual position through the transfer file, that individual will be required to remain in that position for a minimum of six (6) months before being eligible to transfer to a new casual position.
- (d) It is understood that once an individual is successful, through a posting or transfer, in securing a new full-time or part-time position, that individual will **not be eligible to transfer or bid on another position for a period of six (6) calendar months from the date of acceptance of the job posting as defined in Article 8.02 (c)**. It is agreed that this provision would be waived if the new position would result in an increase in pay or the opportunity to bid on a newly created permanent full-time or part-time position.
- 8.11 (a) When temporary relief is required for a full-time employee who is off for five (5) days or more on sick, W.S.I.B., maternity/parental leave or personal leave or vacation, the position will first be offered as per 6.04 (a), to the senior, qualified union full-time employees within **the classification within** the department (**choice of shift/start times only**), then to the senior qualified union part-time employees within **the classification within** the department, and thirdly, to the senior qualified union casual employees within **the classification within** the department. **In the event that no employees within the classification within the department accept the position, the position will be posted for one (1) day only to qualified part time and casual employees.** Failing the availability of such a person, the Employer may hire a new employee for a term certain. Such an employee will be paid at the prevailing starting rate. Further, such employees will receive the same fringe benefits as the Union casual employee if the term certain exceeds ninety (90) calendar days. Any employee

hired under these conditions who works in excess of six (6) months in a twelve (12) month period shall be required to pay monthly union dues and become a member of the Union unless other arrangements are made by mutual agreement.

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

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

- (b) When temporary relief is required for a full-time employee in a one person department who is known in advance to be off for four (4) weeks or more on sick, W.S.I.B., maternity/parental leave or personal leave, the position will be posted for three (3) days and limited to part-time and casual employees .

8.12 (a) When temporary relief is required for a part-time employee on sick, maternity, personal leave **or W.S.I.B.**, the position will first be offered as per 6.04 (a), to the senior, qualified Union casual employees within the department.

- (b) When temporary relief is required for a part-time employee in a one person department who is off on maternity/parental leave **or W.S.I.B.**, the position will be posted for three (3) days and limited to casual employees.

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

1950 hours worked = 1 year equivalent seniority

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

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

Each year of equivalent seniority = 1950 hours worked

Such employee will be placed on the appropriate seniority list reflecting the amount of seniority determined in accordance with the foregoing formula.

- 8.15 (a) The Hospital shall maintain a record of the qualifications required for each position within the bargaining unit. This record shall be available to employees upon request. When the Hospital determines that the qualifications for a position have changed, the Chairperson of the Union shall be notified when that change is reflected in the above noted record.
- (b) It is understood that when the Hospital deems it necessary to conduct candidate testing to determine qualifications for a posted vacancy, such testing shall be conducted in a fair and equitable manner and shall conform to the following standards:
- (i) All tests will reflect the requirements of the position.
 - (ii) All tests with respect to a particular posting will be administered in a consistent manner.
 - (iii) All candidates will be made aware of each area to be tested, the corresponding weights, and the passing grades required prior to the test.
 - (iv) All candidates will be given a copy of their own test results.
 - (v) **A specific test, which a candidate has passed as a result of job posting requirements, will not be readministered within a six month period.**

ARTICLE 9 – TEMPORARY TRANSFERS

9.01 Any employee temporarily assigned to another classification for a period in excess of one hour shall be paid for such time worked at the rate of pay that would be attracted by that classification, as if the employee had been transferred. If the highest rate of that classification is less than the wage rate of the incumbent, there shall be no reduction in pay. A temporary transfer shall not exceed five (5) working days without the written agreement of the Union. Any transfers exceeding five (5) days shall be posted in the manner provided here-in.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. A grievance shall be processed in accordance with the following steps, or as set out in Section 10.02 and 10.03 hereof:

Before filing a written grievance, the employee will, within five (5) days of the alleged occurrence, discuss the matter involved with their immediate Supervisor. If such Supervisor for whatever reason is not available, the discussion shall be with the appropriate Department Head. A Union Steward may attend with the affected employee and will be in attendance at all subsequent stages of this process.

STEP ONE: Any grievance or complaint shall within five (5) working days of the informal discussion be presented in writing to the immediate Supervisor or Department Head, as appropriate, by the Steward accompanied by the employee. The Supervisor or Department Head, as appropriate, shall give his decision in writing within forty-eight (48) hours of the end of the shift on the day on which the grievance or complaint was presented.

STEP TWO: Should the decision of the Supervisor or Department Head, as appropriate, not be satisfactory, the Union may, within three (3) working days, appeal in writing to the Department Head or Vice President, as appropriate, who shall meet with the parties concerned within three (3) working days or a day agreed to by the parties, to deal with the appeal and render a decision in writing not later than three (3) working days after the meeting.

STEP THREE: Failing satisfactory settlement being reached in Step 2, the employee concerned, together with the Union Steward (or designate), and a staff representative of the Union, shall meet and discuss the matter within five (5) working days, or a day agreed to by the parties, with the **Labour Relations Officer** who shall render a written decision within five (5) working days after such meeting.

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

10.03 If either the Employer or the Union has a complaint with respect to a representative of the other, or alleges that there has been a misinterpretation, violation or non-application of this Agreement, or of any of the provisions hereof, then either party may within ten (10) working days of the incident giving rise to the grievance, give to the other notice in writing of such complaint. Within three (3) working days of receipt of such notice a meeting will be held between the **Vice President, Human & Organizational Development** and the Union Grievance Committee. The party against whom the complaint has been made will give an answer in writing within three (3) working days after the meeting has been held. If the matter is not settled, it may then be referred to Arbitration by either party provided that it is submitted within fifteen (15) working days following the reply as referred to above and in accordance with Article 11.

10.04 It is understood that the time limits as provided herein may be extended by mutual agreement of the parties. If the time limits provided above and mutually agreed upon time extensions are not observed by the Union, the grievance will be considered as dropped. If such time limits and any agreed upon time extensions are not observed by the Employer, then the grievance will be considered to have advanced to the next stage of the above Grievance Procedure.

10.05 After a grievance has been processed through all the steps provided in this Article and the matter is still in dispute, it may then be referred to Arbitration by either party provided that it is submitted within fifteen (15) working days following the reply in Step Three and in accordance with Article 11.

10.06 Saturdays, Sundays and recognized holidays shall not be counted or included as working days for the purposes of this Article.

ARTICLE 11 – ARBITRATION

11.01 Where a difference arises as to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and also must name the party's **preferred list of nominees to serve as sole arbitrator**.

11.02 The party receiving the notice shall within five (5) working days advise the other party of the name of **the party's preferred list of nominees to serve as a sole arbitrator**.

11.03 If the party receiving the notice fails to **name its' preferred nominees**, the appointment shall be made by the Minister of Labour for Ontario **(from the names provided by the party giving notice)** upon request of either party.

11.04 The **Arbitrator** shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

11.05 Each party shall **share equally in covering the expenses of the Arbitrator and any fees incurred by reason of the appointment of said Arbitrator.**

11.06 The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, nor to deal with any matter not covered by the Agreement, or any matter which does not involve the interpretation, application, administration or alleged violation of this Agreement.

11.07 In cases of grievances for discharge, suspension or other actions of discipline, such grievance may be settled by confirming the Employer's decision in discharging, suspending or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement which is just and equitable.

11.08 Notwithstanding the foregoing provisions of this article, the parties hereto may in substitution for the above procedure, agree in writing that a Board of Arbitration may be substituted for a single Arbitrator, in which case such Arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitrator by the foregoing terms of this Article.

ARTICLE 12 – DISCHARGE, SUSPENSION OR DISCIPLINE

12.01 The Employer shall not discharge, suspend, or discipline any employee under this Agreement without just cause.

12.02 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision, the employee is entitled to have, at his/her request, an IBEW representative in attendance at such meeting. Except in those circumstances where immediate disciplinary action is deemed necessary, the employee shall receive a minimum one (1) day's notice of the time and intent of such a meeting. The Employer shall notify the employee and the IBEW of such a disciplinary decision in writing. Such decisions shall be placed on the individual's personnel file and become a matter of record.

12.03 The Employer shall notify in writing the Chief Steward and the employee discharged within the next working day of the discharge. Notice to the employee discharged shall consist of a termination form given in person, or by registered letter to the employee's last address on record with the Employer.

12.04 An employee who is discharged may file a grievance at Step Three of the Grievance Procedure within ten (10) working days after the notice as referred to in paragraph 12.03 hereof.

12.05 Management personnel when reprimanding an employee or imposing disciplinary action for a current incident will not take into account any prior infractions which occurred more than eighteen (18) months previous to such incident as long as the employee's record has been clear for those eighteen (18) months.

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

ARTICLE 13 – NEGOTIATING COMMITTEE, GRIEVANCE COMMITTEE – STEWARDS, CHIEF STEWARD, UNION-MANAGEMENT COMMITTEE

13.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of five (5) employees of the Hospital in the bargaining unit (no more than one [1] from any department with the exception of the Chairperson and in any case no more than one [1] from a sub-unit of any department) and also Union Representatives, and will recognize and deal with said committee with respect to any matter which properly arises for its consideration. Members of the Negotiating Committee **may** also represent employees within the bargaining unit of the Hospital on the Union-Management Committee **but the Employer acknowledges the right of the Union to appoint or otherwise select other members to serve on such Committee.**

13.02 The Employer acknowledges the right of the Union to appoint or otherwise select eight (8) Stewards and one (1) Chief Steward to assist employees on all shifts in presenting their grievances to the representatives of the Employer.

13.03 The Employer will recognize a Grievance Committee composed of:

- (a) the Steward of the Department or of a group of departments, where the grievance originated;
- (b) the Chief Steward;
- (c) the Unit Chairperson of the Union;

- (d) the local Union Business **Representative**, and/or the Union International Representative if required at Step 2 and subsequent steps of the grievance procedure.

13.04 The Union acknowledges that the Stewards and members of the Negotiating Committee and Grievance Committee have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without notifying their immediate supervisors. Permission from the Supervisor shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer loss of pay while negotiating this Agreement, amendments thereto, or renewals thereof, or while dealing with grievances up to, but not including, Arbitration proceedings, in both grievance and negotiation procedures. This does not apply to time spent on such matters outside the regular working hours. Union leave without pay may be granted, however, the employee's normal pay cheque will be issued and the Union will reimburse the Employer with the actual salary costs incurred for that leave.

13.05 It is agreed that the Union shall not request a leave of absence for more than five (5) employees at any one time and that the Union shall submit a written request two (2) weeks in advance of the commencement of such leave of absence when possible.

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

13.06 The Chief Steward shall be assigned duties on the day shift only.

13.07 The Union will inform the Employer in writing of the names of Stewards, Chief Steward and Chairperson, and of any changes in the names of Stewards, Chief Steward and Chairperson.

ARTICLE 14 – LEAVE OF ABSENCE

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

- (a) for Union business referred to in paragraph 14.03 hereof;
- (b) for injury compensable by the Workplace Safety and Insurance Board;
- (c) for approved leave of absence for any reason for a period not exceeding one (1) month;
- (d) for approved leave of absence for illness or injury for a period not exceeding six (6) months in any twelve (12) consecutive month period;
- (e) for lay-off not exceeding three (3) months;

- (f) for scheduled vacations or recognized holiday;
- (g) during suspension;
- (h) during pregnancy/parental leave.

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

14.02 **Leave of Absence – Part-Time and Casual Employees**

- (a) Leave of absence without pay may be granted by the Employer and any person who is absent with such permission shall not lose any of their seniority rights during such absence, but seniority shall not accrue during such absence unless such absence is for one of the following reasons:
 - (i) for Union business referred to in paragraph 14.03 hereof;
 - (ii) for injury compensable by the Workplace Safety and Insurance Board, average seniority over the last twelve (12) months will accrue;
 - (iii) for Jury Duty or subpoenaed witness duty where the individual is required to be present for a Hospital related matter, average seniority over the last twelve (12) months will accrue;
 - (iv) for a paid holiday, recognized by this Agreement for which the employee qualifies under the Employment Standards Act, seniority equal to the holiday pay payable for that day as indicated in Article 18.05 will accrue.
 - (v) during pregnancy/parental leave, average seniority over the last twelve (12) months will accrue.
- (b) Seniority will be retained but not accrued for the following reasons:
 - (i) approved vacation periods;
 - (ii) approved leaves of absence.

14.03 (a) While on leave of absence, other than during a period of temporary service reduction, an employee shall not undertake any gainful employment for any other person, firm or

corporation. Failure to comply with this provision may result in disciplinary action being taken.

- (b) A leave of absence will not be unreasonably withheld to employees elected or selected by the Union to attend conventions, seminars, educational classes or other Union business.

14.04 **Bereavement Leave**

An employee who notifies the Hospital as soon as possible following the death of an immediate family member shall be granted up to three (3) consecutive working days off between and including the day of the death and the day of the funeral without loss of her regular pay for her scheduled hours. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, step-child or legal guardian. Spouse for the purpose of the bereavement leave will include a partner of the same sex. **An employee who notifies the Hospital as soon as possible following the death of an aunt, uncle, niece or nephew, shall be granted one (1) working day off without loss of her regular pay for her scheduled hours.** The Hospital, in its discretion, may extend such leave without pay.

14.05 **Pregnancy Leave – Full-Time, Part-Time and Casual**

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

- (b) **Full-Time and Part-Time**

Effective September 1, 1990 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits

and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

Regular weekly earnings for full-time employees shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Regular weekly earnings for part-time employees shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her average weekly hours worked over the preceding fifty-two (52) weeks.

- (c) The employee does not have any vested right except to receive payments during the period of unemployment specified in the plan. The plan provided 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.

14.06 **Parental Leave – Full-Time, Part-Time and Casual**

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

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

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

14.07 The return to work date following pregnancy and/or parental leave shall be confirmed in writing at least four (4) weeks in advance thereof.

14.08 Seniority and service will accrue and the Hospital will continue to pay its share of the premiums for benefit plans which the employee elects to continue for a period of up to 17 weeks for pregnancy leave and 18 weeks for parental leave. It is understood the employee will provide the

Hospital with post-dated cheques or alternate method of payment satisfactory to the Hospital to cover their share of the premiums.

14.09 Upon return to work from pregnancy or parental leave the employee shall be reinstated to her former position at a wage rate equivalent to that which she would otherwise have been earning unless the position has been discontinued in which case she shall be given a comparable job subject to the provisions of Article 7.03.

14.10 **Jury Duty (Full and Part-Time)**

If an employee is required to serve as a juror or attend jury selection proceedings in any matter, or is subpoenaed as a witness in a Hospital related court proceeding, the Employer agrees to pay to the employee the difference between the money received for acting as a juror or witness, not including the travelling expenses which the employee will retain for her own use, the same to be evidenced by production of the court payment and a copy of the summons or subpoena, and the pay at the employee's basis rate (plus shift premium if applicable) which the employee would have received if she had not been required to serve as a juror or witness, and had worked her normal shift, provided that this clause shall not be construed to permit an employee to recover the equivalent of overtime pay.

14.11 **Sick Leave (Full-Time)**

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

- (a) The unused portion of such employee's sick leave accumulation, including the accumulated sick leave credits, due an employee prior to the execution of the Agreement, shall accumulate up to a maximum accumulation of one hundred and fifty (150) days.
- (b) Absence due to illness or injury, covered under the Workplace Safety and Insurance Act, shall not be charged against sick leave credits or accumulation. An employee may use any accumulated sick leave credit to make up the difference between compensation paid by the Workplace Safety and Insurance Act and normal pay.

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 covered under the

Workplace Safety and Insurance Act for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the payment she would receive from the WSIB if her claim was approved. Payments will be refunded to the Hospital following approval of the claim by the WSIB. If the claim for benefits is not approved the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave provisions of this collective agreement. Any payment under this provision will continue for no longer than the current accrual in the employee's sick bank.

- (c) Employees who report sick must notify the Hospital at least one and one-half (1-1/2) hours before the start of the day shift and four (4) hours before the start of other shifts where possible. When reporting to the Hospital that she will be absent because of illness, an employee should, whenever possible, indicate her expected date and time of return to work. If impossible to advise when they would be available for work then the above requirements of notification should be performed each scheduled shift. When a date and time of return is definite, an employee must report this information to the Hospital.
- (d) The Employer will have the right, if an employee has been absent for three (3) consecutive working days to demand production of a medical certificate confirming that the employee's absence has been due to illness. Such medical certificate must be requested by the Employer prior to the employee's return to work and must indicate that he or she is fit to resume work and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee his or her wages for time away from work. It is understood that the Hospital can demand a doctor's certificate and such certificate must be dated during the term of absence. However for employees being counselled in the Attendance Improvement Program their Supervisor may ask for a medical certificate during any illness.
- (e) Absence due to illness in any year shall be charged to the accumulated sick leave reserve credited to the employee concerned on the basis of one (1) sick leave credit for each sick day with pay until credits are used up. As credits are used up, they may again accumulate to the maximum.
- (f) An employee who terminates her employment with the Hospital and has received payment in lieu of accumulated sick leave credits shall not be entitled to receive over

an aggregate of fifty per cent (50%) for any such credits should she be rehired and again terminates her employment.

- (g) The beneficiary or estate of an employee who dies while in the employ of the Hospital shall be entitled to receive the balance of the employee's sick leave credits due as provided for in Article 14.12 (g) herein.
- (h) The short-term sick leave plan shall be registered with the Employment Insurance Commission (E.I.C.). The employee's share of the employer's employment insurance premium reduction will be retained by the Hospital towards offsetting the cost of benefits contained in this Agreement.
- (i) It is understood and agreed that full-time employees will make every reasonable effort to schedule medical appointments at times when they are otherwise not scheduled for work. When this is not possible, employees will schedule such appointments in a manner such as to minimize the disruption to their normal work schedule and provide reasonable notice to the Employer. The Hospital will allow such necessary time off to be charged against the employee's "accumulated sick leave bank". Such appointments will not be counted as an incident with respect to Article 14.12 (f).

14.12 On termination of employment, a full-time employee with the following seniority or a part-time or casual employee who has transferred from the full-time unit with the following seniority as a full-time employee shall be paid cash in lieu of the accumulated sick leave credits on the following basis:

An employee with two (2) years' seniority as a full-time employee shall receive payment of twenty-five percent (25%) of her accumulated sick leave credits.

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

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

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

An employee who has transferred from full-time to part-time or casual and has received payment in lieu of accumulated sick leave credits shall not be entitled to receive over an

aggregate of fifty percent (50%) for any such credits should a pay-out occur for any reason in the future.

14.13 **An employee who is elected or appointed to a full-time paid position in the union, must provide at least six (6) weeks notice prior to taking the leave. Such leave of absence shall be without loss of seniority and benefits and must be for a period greater than one (1) year and less than three (3) years. During such leaves of absence, the benefits shall be kept whole by the hospital and the union agrees to reimburse the hospital for the hospital's contribution to said benefits. The employee agrees to notify the hospital of the employee's intention to return to work six (6) weeks prior to returning from the leave. At the end of such leave, any employee hired or places as a substitute for the employee on such leave may be terminated or laid off by the hospital as required or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this agreement. It is understood that the intent of this article is that it shall apply only to one (1) employee at a time. In addition, it is understood that any employee so elected or appointed is required to maintain their competence and/or qualification in the event that they are to return to the workplace. Any extensions of the leave of absence must be mutually agreed upon.**

14.14 Upon request from a full-time employee the Department will, during the month of April, provide to said employee in writing the amount of unused sick leave and unused vacation in her/his bank.

ARTICLE 15 – GROUP HEALTH INSURANCE PLANS – FULL-TIME EMPLOYEES

15.01 Effective the first of the month following date of ratification the Employer agrees to pay one hundred per cent (100%) of the billed premium toward coverage of employees who have completed their probationary period under the Blue Cross Semi-Private plan or its equivalent.

15.02 The Hospital agrees to provide coverage for employees under the Hospitals of Ontario Group Life Insurance Plan or equivalent, and to pay one hundred per cent (100%) of the premium thereof effective the first billing date following the completion of their probationary period. Such plan shall provide for insurance on the life of employees in an amount equal to twice their annual salary, calculated to the nearest \$500.00. The Hospital acknowledges that if the said Life Insurance Plan is amended to provide employees with increased coverage in excess of that referred to above, the Hospital will continue to pay one hundred per cent (100%) of the premium thereof.

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

15.03 **Drug Plan**

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

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

15.04 **Dental Plan**

The Hospital agrees to provide coverage for its eligible full-time employees and their eligible dependants under the Green Shield Plus 3 Dental Plan or its equivalent and pay seventy-five per cent (75%) of the applicable monthly premium charged therefore. **Such plan provides for recall exams not more frequently than every six (6) months. Effective upon ratification, dependent Orthodontic coverage will be provided on a 50/50 co-insurance up to a lifetime maximum of \$1,000.00. Crowns/Bridgework provided on a 50/50 co-insurance up to a lifetime maximum of \$1,000.00. Dentures provided on a 50/50 co-insurance up to a lifetime maximum of \$1,000.00**

15.05 **Vision Plan**

The Hospital agrees to provide a vision plan to eligible employees (**maximum \$200.00 every 24 months**) and will pay one hundred per cent (100%) of the established monthly premium charged therefore. **In addition, the plan provides sixty dollars (\$60.00) for eye exams every twenty-four (24) months for eligible employees.** It is agreed that the plan will be provided by Green Shield or its equivalent.

15.06 The Hospital agrees to continue to pay its share of the above premiums on behalf of employees who are absent because of illness, who are being paid accumulated sick leave, as long as such sick leave entitlement continues. The Hospital will pay its share of the above premiums on behalf of an employee drawing Workplace Safety and Insurance Benefits for a period not to exceed

twelve (12) months. For employees who are otherwise absent due to illness or injury and who are not drawing sick leave pay or Workplace Safety and Insurance Board benefits, or for employees absent on leave, the Hospital will pay its share of the above premiums for a period not to exceed three (3) months.

15.07 It is agreed that full-time employees shall participate and part-time and casual employees, if eligible, may participate in the Hospital's of Ontario Pension Plan. It is agreed that enrolment in such pension plan will be in accordance with the requirements of such Plan.

The Hospital will continue enrolment of employees in the Canada Pension Plan.

15.08 The Hospital shall provide to all employees covered by this agreement a "Benefit Handbook" outlining all available benefit coverage and appropriate details.

15.09 It is agreed that the employee's dependents aged 21 to 25 may be enrolled as a single subscriber on the Green Shield Hospital benefit plans if all the following conditions are met by the dependent:

- i) unmarried;
- ii) attending school, college or university or physically or mentally handicapped;
- iii) normally resident with, and totally dependant upon the employee for support.

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

15.10 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-month period. Part-time employees are not eligible for Group Life Insurance coverage.

For the purpose of the above calculations, the average hours worked for an employee will be calculated for each six (6) month period ending April 30th and September 30th.

15.11 Casual employees shall be entitled to statutory holidays and benefits only.

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

ARTICLE 16 – HOURS OF WORK – FULL-TIME EMPLOYEES

16.01 (a) It is agreed that the normal and recognized working hours of full-time employees in the bargaining unit shall be seventy-five (75) hours per bi-weekly pay period. It is to be noted that scheduled shifts are eight (8) consecutive hours unless by mutual agreement, and include a one-half (1/2) hour unpaid lunch break.

(b) The recognized shifts are days, evenings and nights. The standard shifts are 0700 – 1500 (days); 1500 – 2300 (evenings); and 2300 – 0700 (nights). Where 50% or more of a tour falls within any of these defined shift times, such tour shall be deemed to be that shift.

16.02 (a) The Employer shall pay time and one-half the regular rate of pay, calculated to the nearest fifteen (15) minutes for all approved time worked in excess of seven and one-half (7-1/2) hours in any one day (exclusive of one-half [1/2] hour each day for lunch). Work performed on a full-time employee's scheduled day off shall be paid at the rate of time and one-half. Full-time employees will have the option of taking compensating time off at one and one-half (1-1/2) times for all hours worked at a mutually agreeable time within ninety (90) days of the time being earned. All time not taken within the ninety (90) day timeframe will be paid out.

(b) The Employer shall also pay time and one-half the regular rate of pay, calculated to the nearest fifteen (15) minutes for all approved time worked in excess of seventy-five (75) hours in any bi-weekly pay period (exclusive of one-half [1/2] hour each day for lunch).

16.03 Within the seven and one-half (7-1/2) hour work day referred to above, all employees will be permitted a fifteen (15) minute coffee break within the first half of a shift and a further fifteen (15) minute coffee break within the second half of the shift at times specified by the Employer.

Employees working other than a seven and one-half (7-1/2) hour shift will be entitled to a paid rest period of fifteen (15) minutes during each four (4) continuous hours of work.

16.04 The Employer agrees that, except by mutual agreement, work schedules will provide for a period of at least twelve (12) hours between scheduled shifts and an employee will not be required to work more than six (6) consecutive days. Failure to comply with the above shall result in a premium payment of time and one-half (1-1/2) for each shift worked without a full twelve (12) hour rest period and on the seventh and subsequent consecutive days.

16.05 The Hospital will grant/schedule each full-time employee a minimum of every other weekend off (i.e. Saturday and Sunday inclusive). In the event that any full-time employee is scheduled to work on their normal weekend off (on either or both Saturday or Sunday), they will receive time and one-half (1-1/2) times their regular hourly rate for all hours worked on the second (2nd) consecutive weekend, except where:

- (1) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; OR
- (2) Such employee has requested weekend work; OR
- (3) Such weekend is worked as a result of an approved exchange of shifts with another employee.
 - (a) Whenever referenced herein, a weekend worked will be recognized as commencing at the end of the afternoon shift on Friday and continue until the start of the midnight shift Monday. Any employee who is required to work a shift(s) during this period, either on one or both days, will be considered to have worked the weekend.
 - (b) In the event that a "Department" changes their organizational structure and/or schedule of operations, the Union and Management will meet (at least thirty [30] days in advance of the introduction of any such change), to discuss the most effective method of implementation, in an effort to minimize the detrimental or adverse effects upon the employee(s) affected, if any.

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

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

If a full-time employee is given less than seventy-two (72) hours notice of a change in his/her schedule, or hours of work (except as a result of any other employee's absence), he/she shall be paid at one and a half (1-1/2) times their regular hourly rate for all hours worked on the changed shift unless the change is by mutual consent.

16.07 Premium payments (excluding shift and weekend premiums as defined in Article 17) shall be calculated and paid under one provision of this Agreement only, even though hours worked may attract premium payment under more than one provision. (For example: Overtime on a scheduled weekend off). In such circumstances, the higher premium shall be paid.

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

16.09 Mutual shift exchanges between employees in the same department require prior approval by the Employer. Such request shall be submitted and responded to in a timely fashion. Such approval shall not be unreasonably withheld.

16.10 **Meal Vouchers**

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

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

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

16.13 **HOURS OF WORK – PART-TIME AND CASUAL EMPLOYEES**

- (a) (i) The hours of work shall be as scheduled by the Employer.

- (ii) The Employer shall pay time and one-half the regular rate of pay, calculated to the nearest 15 minutes for all approved time worked in excess of seven and one-half (7-1/2) hours in any one day (exclusive of one-half [1/2] hour each day for lunch).
 - (iii) The Employer shall also pay time and one-half the regular rate of pay, calculated to the nearest fifteen (15) minutes for all approved time worked in excess of seventy-five (75) hours in any bi-weekly pay period (exclusive of one-half [1/2] hour each day for lunch).
 - (iv) **The recognized shifts are days, evenings and nights. The standard shifts are 0700 – 1500 (days); 1500 – 2300 (evenings); and 2300 – 0700 (nights). Where 50% or more of a tour falls within any of these defined shift times, such tour shall be deemed to be that shift.**
- (b) Employees working a seven and one-half (7-1/2) hour shift will be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.
- Employees working other than a seven and one-half (7-1/2) hour shift will be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work.
- (c) An employee will not be required to work more than six (6) consecutive days except by mutual agreement.
- (d) If a part-time employee is given less than twenty-four (24) hours notice of a change in his/her schedule, or hours of work (except as a result of any other employee's absence) he/she shall be paid at one and a half (1-1/2) times their regular hourly rate for all hours worked on the changed shift unless the change is by mutual consent.

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

16.15 Whenever reasonably possible, the Department Head will allocate available non-scheduled part-time or casual tours to qualified employees within the department and by classification on as equitable a basis as possible twice a calendar year. Hours refused or unavailable to be worked will be counted as worked.

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

ARTICLE 17 – SHIFT/WEEKEND PREMIUMS

17.01 **Shift Premium**

All employees who work evening or night shifts will be paid a shift premium of **eighty cents (\$0.80)** per hour. Evening shifts are defined as shifts where 50% or more of the hours fall between 1500 and 2300. Night shifts are defined as shifts where 50% or more of the hours fall between 2300 and 0700.

17.02 **Weekend Premium**

An employee shall be paid a weekend premium of **eighty cents (\$0.80)** per hour for shifts where 50% or more of the hours of that shift fall between 2400 hours Friday and 2400 hours Sunday. If an employee is receiving premium pay under Article 16, or for any other reason, she will not receive weekend premium under this provision.

ARTICLE 18 – PAID HOLIDAYS – FULL-TIME EMPLOYEES

18.01 The following shall be recognized as paid holidays:

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

Heritage Day or, if not proclaimed, the second Monday in February.

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

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

- (a) Pay at the rate of time and one-half for work performed on such holiday in addition to have an alternative day off with pay at the regular rate (such day shall be given by the

Hospital within thirty [30] days after the holiday or longer if agreed upon by the Hospital and the employee).

- **OR** -

- (b) Pay at the rate of time and one-half for work performed on such holiday in addition to the employee's regular pay.
- (c) All hours worked in excess of seven and one-half (7.5) hours on a paid holiday will be paid at a rate of double time and one-half.

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

(b) If the holiday occurs on a full-time employee's day off, the employee will be given a choice of receiving a day's pay or taking a day off in lieu of such holiday at a time (within ninety [90] days following the Holiday) mutually agreed upon between the employee and the Department Head.

(c) In the event of a statutory holiday falling within an approved leave of absence period, the benefits for a paid holiday shall NOT be extended to a full-time employee, except in the case of illness. Full-time employees with one (1) or more years of seniority will be paid for those holidays falling within the three (3) month period from commencement of such illness.

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

18.05 **Paid Holidays – Part-Time and Casual Employees**

(a) Part-time **and casual** employees shall be entitled to the same proportion of holiday pay as their total time worked over the preceding thirteen (13) weeks bears to full-time employment using as a basis for calculation the entitlements of full-time employees as listed in Article 18.01.

- (b) If an employee is scheduled to work on a paid holiday and actually works, then she shall receive time and one-half for work performed on such holiday in addition to holiday pay as determined by (a) above.
- (c) A part-time **and casual** employee who has qualified for holiday pay and who works in excess of 7.5 hours on the holiday will be paid at the rate of double time and one-half for all hours worked in excess of 7.5 on the holiday.

ARTICLE 19 – VACATIONS – FULL-TIME EMPLOYEES

19.01 (a) As of April 30th in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period less than twelve (12) months shall be entitled to and shall receive the number of days' holiday with pay as set out below:

One month's completed service	Nil
Two months' completed service	One Day
Three months' completed service	Two Days
Four months' completed service	Three Days
Five months' completed service	Four Days
Six months' completed service	Five Days
Seven months' completed service	Five Days
Eight months' completed service	Six Days
Nine months' completed service	Seven Days
Ten months' completed service	Eight Days
Eleven months' completed service	Nine Days

- (b) As of April 30th in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period of twelve (12) months but less than two (2) years shall be entitled to and shall receive two (2) weeks vacation with pay.
- (c) Employees having two (2) years or more of continuous service with the Employer but less than five (5) years of continuous service as of April 30th, or at a date between May 1st and September 30th in each year, shall receive three (3) weeks vacation with pay.
- (d) Employees having five (5) years or more of continuous service with the Employer but less than **fourteen (14)** years of continuous service as of April 30th, or at a date between May 1st and September 30th in each year, shall receive four (4) weeks vacation with pay.
- (e) Employees having **fourteen (14)** years or more of continuous service with the Employer but less than **twenty-three (23)** years of continuous service as of April 30th,

or at a date between May 1st and September 30th in each year, shall receive five (5) weeks vacation with pay.

- (f) Employees having **twenty-three (23)** years or more of continuous service with the Employer as of April 30th, or at a date between May 1st and September 30th in each year, shall receive six (6) weeks vacation with pay.

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

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

19.04 Any employee whose employment is terminated prior to the completion of one (1) year's continuous service since the last date of vacation entitlement, will be paid 12%, 10%, 8%, 6% or 4%, as applicable, of total earnings since the last date of vacation entitlement.

19.05 When allocating vacation times for all employees, the Employer will give every possible consideration to the employee's preference, subject to the necessity of maintaining sufficient staff to ensure the efficient operation of the Hospital. Full-time employees will have first priority, and part-time second priority. The Employer shall notify the employee if possible of the tour of duty to which she is to report to working following her vacation.

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

- (1) In January of each year, the respective Departments will post a list of all employees showing their vacation entitlement and seniority as of the last posting of the seniority lists. This posting will cover the vacation period from the entire vacation year. Within the limits of their entitlement, employees will not be required to take their vacation in less than two (2) week increments. The Departments shall also post dates of Temporary Service Reductions as soon as they have been determined, in order that those wishing to take vacation during these times may do so.

- (2) All employees will schedule their vacation time by the first week in March so that confirmation of the requests can be given by the last week in March. Since selection of scheduled vacation is governed by clause 6.04 (b) (seniority), senior employees should schedule their vacation first so that junior employees have an idea where they may want to schedule their vacation.
- (3) All employees should request a first and second choice numbered accordingly, in the event a change has to be made because of requirements or senior employees requesting the same period.
- (4) Any vacation scheduled outside the above guidelines will be considered on a first come, first serve basis, provided the Hospital can reasonably accommodate such request.
- (5) Outstanding vacation entitlements will be scheduled at a mutually agreeable time by the first week in October. Outstanding vacation entitlement not scheduled by the first week in October shall be scheduled by the Hospital at its discretion by the end of October. **Leave of Absence requests shall not be granted when outstanding vacation entitlement has not been scheduled.**
- (6) Approved lists will remain posted in the respective departments. Employees may **change** vacation times with approval of the Department Head or designee. Such approval will not be unreasonably withheld.
- (7) **Where an employee has made her vacation selection for the upcoming year and such vacation has been approved by the manager in the employee's original department, in the context of job posting, all efforts will be made by the receiving manager to accommodate the prior approved vacation selection. However, it is agreed and understood that in the context of a job posting an employee, notwithstanding her seniority, does not automatically receive her vacation selection in the receiving department.**
- (8) **Where an employee has been displaced under the layoff provisions of the collective agreement and has made her vacation selection for the upcoming year in her original department, in the context of a bump, the transferring employee shall carry with her the pre-approved vacation selection into her new position based on her seniority in the receiving department. All efforts will be made by the receiving manager to accommodate the vacations of other junior staff**

affected by the vacation schedule of the bumping employee. It is agreed and understood that other employees in the department who have not been bumped, may have their pre-approved vacation changed by the manager to accommodate the pre-approved vacation of the bumping employee.

19.06 Employees hired after the 8th October 1976, will be on the April 30th cut-off date for vacation entitlement.

19.07 In the event that an employee terminates her employment with the Employer without giving two (2) weeks' notice of her intention to do so, her vacation pay shall be calculated and paid in accordance with the minimum requirements of the Employment Standards Act of the Province of Ontario then in effect. The provisions of this paragraph shall not apply if failure to give two (2) weeks' notice was due to circumstances beyond the control of the employee.

19.08 For full-time and part-time employees, vacation policy will include the provision to take not more than five (5) days vacation of an employee's annual entitlement in single days. The Department Head shall give consideration to such a request and respond to the employee as soon as possible to facilitate the employee's personal/emergency requests. It is agreed that the allocation of single vacation days will be done by mutual agreement.

19.09 Should a full-time employee become hospitalized for non-elective reasons and be receiving medical care and treatment prior to or during her vacation, she will be allowed to use her sick time for those days hospitalized. At the employee's option, those day hospitalized will be rescheduled at a mutually agreeable time.

19.10 It is understood that for a full-time or part-time employee if the employment anniversary date falls between May 1st and September 30th in any year, vacation entitlement shall be calculated as though such date occurred before May 1st, with the exception of the first year of employment, during which a pro-rated amount of time and monies will be payable.

19.11 **Vacations – Part-Time Employees and Casual Employees**

Part-time employees shall be entitled to the same proportion of paid vacation time as their total time worked bears to full-time employment using as a basis for calculation the number of working days vacation with pay applicable to full-time employees.

For the purpose of the above calculations, the average hours worked for **a part time** employee will be calculated for the twelve (12) month period ending April 30th.

A **part time** employee whose employment is terminated prior to the completion of six (6) months' continuous service, will be paid four per cent (4%) of total earnings for the period of employment.

A **part time** employee whose employment is terminated prior to the completion of one (1) year's continuous service since the last date of vacation entitlement, will be paid 12%, 10%, 8%, 6% or 4%, as applicable, of total earnings since the last date of vacation entitlement.

Casual employees shall be paid four per cent (4%) vacation pay. **Casual employees will be paid vacation pay on all monies earned as of May 1st of the same year between July 1st and July 15th.**

ARTICLE 20 – WAGES

20.01 The **hourly rates** to be paid to the various classifications covered by this Agreement shall be set out in Schedule "A" hereto.

20.02 Progression on the grid will be based on six (6) month increments for full-time employees and 1,000 hour increments for part-time and casual employees. This progression will begin upon appointment to a given position.

20.03 The regular payday shall be every second Thursday during the term of this agreement, and **all monies earned and owing to the employees shall be deposited into an account of their designation** by twelve noon on Thursday.

ARTICLE 21 – ACCIDENT PREVENTION – HEALTH & SAFETY COMMITTEE

21.01 (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 Prevent – Health and Safety Committee, one (1) representative and one (1) alternate selected or appointed by the Union from amongst the bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety 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 to fulfil its functions. In addition, the Hospital will provide the

Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.

- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention – Health & Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention – Health and Safety Committee attending meetings of the committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to be temporarily 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.

ARTICLE 22 – MODIFIED WORK PROGRAM

The Hospital and Union agree that the injured employee who suffers an injury arising out of and in the course of employment (within the meaning of the WSIA) that is eligible for WSIB benefits should be returned to active employment as quickly as possible.

The Hospital agrees to reasonably accommodate as to coincide with the employee's capabilities.

Employees deemed capable to resume work with temporary limitations will be contacted for a meeting with the Union representative and management. The purpose of the meeting

is to develop a modified work program for the employee. If the employee is unable to work on their previous job or unit the Hospital and Union will look into other areas within the bargaining unit based on the employee's qualifications.

The employee's progress will be monitored by Union and Management on a regular basis.

ARTICLE 23 – 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 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 is not a violation of this provision, provided such employees are employed at similar wages and working conditions.

ARTICLE 24 – JOB SHARING

- 24.01 (a) Job Sharing is an arrangement between one (1) full time employee (“Owner”) and one (1) part time employee or one full-time employee (“Sharer”), the Union and the employer whereby two (2) employees within the bargaining unit share the hours of what would otherwise be one (1) full-time position. Any position that is vacated as a result of a Job Share shall be posted in accordance with the collective agreement. In the event of a layoff, the job share position shall be considered one full-time position for the purposes of bumping.**
- (b) All Job Sharing arrangements shall be voluntary for all participants. Employees in a job sharing arrangement must possess the necessary qualifications for the position.**
- (c) Job Sharing requests with regard to full-time positions shall be made in writing to the Vice-President of Human and Organizational Development.**
- (d) Job Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if two (2) employees shall share any full-time position and retains the sole right to determine the required ratio of full-time to part-time employees. Such rights shall not be exercised in an unreasonable or arbitrary manner.**

- (e) A Letter of Understanding will be executed by the Hospital, Union and involved employees for all Job Sharing arrangements.**
- (f) All Job Sharers shall be treated as regular part-time employees and shall be covered by the part-time provisions of the Collective Agreement unless expressly amended herein.**
- (g) (i) Total hours worked by the Job Sharers shall equal one (1) full-time position (1 FTE). The division of the hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Manager. The Manager will resolve any disputes arising between the employees with respect to scheduling.**

(ii) Job Sharers will be offered additional shifts pursuant to Article 16.
- (h) The above schedules shall conform to the scheduling provisions for a full-time position pursuant to the Collective Agreement.**
- (i) Each Job Sharer may exchange shifts with her partner, as well as with other qualified employees within the same classification. Both job sharers shall be entitled to work additional part-time shifts. However, it is understood and agreed that the first obligation is to work the required hours of the job share position, regardless if a shift was accepted in another department.**
- (j) The Job Sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays as per Article 18 of the collective agreement. If there is no mutual agreement between the two job sharers, the manager shall have the sole discretion to schedule paid holidays, where necessary. The Owner shall have the first right to selection of holidays worked. Seniority is not applicable as it relates to this paragraph.**
- (k) Where applicable, the Owner of the Job Share shall have the right to choice of shift/start times. Seniority is not applicable as it relates to this paragraph.**

- 24.02 (a)** It is expected that both Job Sharers will cover each other's incidental illnesses, vacation and other leaves of absence pursuant to Article 14 of the Collective Agreement, when required. In the case of Maternity or Parental leave, where it involves one (1) member of the job share arrangement, if agreeable, the remaining member of the position will provide the replacement coverage. In the event the remaining partner is unavailable to provide the replacement coverage, then the Employer may fill the job share vacancy pursuant to Article 8.11(a) of the Collective Agreement.
- 24.03 (a)** If one of the Job Sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. If the remaining employee in the shared position was originally the full-time employee, she/he will be returned to her/his former full-time status in the position. If the remaining employee in the shared position was originally a part-time employee, she shall be laid-off in accordance with Article 7 of the collective agreement and the position will be posted as full-time and filled in accordance with the Collective Agreement.
- (b)** Each new Job Sharing arrangement shall be subject to a six (6) month review to discuss any issues, concerns or suggestions.
- 24.04 (a)** Either the Employee or the Hospital may discontinue the Job Sharing arrangement in the following situations:
- (i)** by mutual agreement of the Hospital, the union and the employees;
 - (ii)** by the employees or the Hospital, only upon the completion of at least 6 months participation in the program, upon 30 days written notice. The employees shall be obligated to continue the job sharing arrangement during the 30-day notice period. In the event that the Hospital terminates the job sharing arrangement, such right to terminate shall not be exercised unreasonably or in an arbitrary manner. In the event that the employee (owner) who applied for the job share terminates the job sharing arrangement, she shall not be eligible again to participate in a job sharing arrangement within a twenty-four (24) month period from the date of completion;

- (iii) **by the Hospital immediately if either of the employee's work performance is unsatisfactory or for just cause which shall be defined as the breach of any of the provisions of the job sharing agreement by either of the employees.**
 - (iv) **Immediately upon the resignation or termination of an employee's employment with the Hospital.**

- (b) **In any case where the job share arrangement is terminated, the remaining job sharer shall cover the job share vacancy and the manager/supervisor shall have the right to fill the vacancy at his/her discretion during the remainder of the posted schedule.**

- (c) **Where a Job Sharing arrangement is discontinued under (a) above, the position must revert to a full-time position with all the rights and entitlements of a full-time position in accordance with the collective agreement.**

ARTICLE 25 – PRINTING

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

ARTICLE 26 – EXTENDED TOURS

26.01 Extended tours are defined as shifts that exceed eight (8) hours but not more than twelve (12) hours in length (inclusive of an unpaid meal break).

26.02 Where the Hospital agrees to implement a schedule with extended tours initiated by a full-time employee, the employees who would be subject to such a schedule, shall vote on the proposed schedule. The Union will conduct the vote and a threshold of two-thirds (66.6%) must be achieved in order for the schedule to be implemented. Discontinuance of such a schedule will also require a vote with two-thirds (66.6%) of the affected staff in favour of discontinuance. In either case, a vote will not be held more than once in any twelve (12) month period.

26.03 Where the Hospital decides that the continuance of an extended tour arrangement is no longer feasible, the Union will be consulted and advised of such a decision not less than sixty (60) days in advance of the discontinuance.

26.04 Full-time employees working an extended tour schedule shall be scheduled an average of seventy-five (75) hours per pay period for a total of 450 hours per twelve (12) week cycle.

26.05 No employee working twelve (12) hour tours shall be scheduled more than four (4) consecutive days and no employee working more than eight (8) hour tours but less than twelve (12) hour tours shall be scheduled more than five (5) consecutive days. Employees scheduled more consecutive shifts than outlined above shall be paid time and one-half (1-1/2) for all subsequent consecutive shifts.

26.06 Employees working extended tours shall be scheduled at least twelve (12) hours between shifts. Failure to comply with the above shall result in payment of time and one-half (1-1/2) for all hours worked within the twelve (12) hour rest period.

26.07 Full-time employees working extended tours greater than ten (10) hours in duration shall not be scheduled less than two (2) consecutive days off at any one time and the Hospital will endeavour to schedule at least two (2) consecutive days off for employees working extended tours of a shorter duration.

26.08 Wherever in this Agreement a reference to leave is measured in days, with the exception of bereavement leave wherein a day shall be deemed to be whatever hours the employee was scheduled to work, a day is understood to be 7.5 hours.

Notwithstanding this, all absences from work shall be recorded in a manner that is reflective of the posted schedule.

26.09 (a) A paid holiday is understood to be 7.5 hours in length. A full-time employee shall be entitled to 7.5 hours pay for each paid holiday. A part-time employee shall be entitled to a pro-ration of 7.5 hours as indicated in Article 18.

(b) When an employee works on a paid holiday, she shall be paid time and one-half (1-1/2) for all hours worked on the holiday in addition to the holiday pay outlined in (a) above.

26.10 For the purposes of this Article, a weekend shall be defined as 2400 hours Friday until 2400 hours Sunday. A shift will be deemed to have been worked on a weekend when 50% or more of the hours of that shift fall within the weekend period as defined above.

26.11 Notwithstanding Article 16.02, overtime shall be paid at the rate of time and one-half (1-1/2) to full-time employees for all hours worked in excess of the scheduled tours. In the case of part-time and casual employees, overtime shall be paid for all hours worked in excess of the 11.25 hours scheduled on a day of work or any hours in excess of seventy-five (75) in a pay period.

26.12 Shift changes will only be allowed between shifts of the same duration.

26.13 Except as otherwise provided for in this Article, this collective agreement shall apply.

ARTICLE 27 – CALL-IN PROTOCOL

27.01 When the Hospital deems it necessary to call an employee in to work, the following protocol shall be followed:

- (a) Part-time employees in the department at straight time using rotating seniority.
- (b) Casual employees in the department at straight time using rotating seniority.
- (c) Other employees at straight time through the use of the Clerical Pool or other such availability list as the case may dictate.

27.02 When the Hospital deems it necessary to call an employee in to work overtime, the following protocol shall be followed:

- (a) Full-time employees in the department, using rotating seniority.
- (b) Part-time employees in the department eligible for overtime using rotating seniority.
- (c) Casual employees in the department eligible for overtime using rotating seniority.
- (d) Other employees eligible for overtime through the use of the Clerical Pool or other such availability list as the case may dictate.

ARTICLE 28 – GENERAL

28.01 During the discussion or negotiation of any proposed renewal change amendment or revision of this Agreement (either in whole or in part), the Agreement shall remain in full force and effect until mutually acceptable terms of settlement have been agreed upon between the Parties or until the process under the Labour Relations Act has been exhausted.

28.02 Definitions

Department – For the purpose of this Agreement, the term ‘Department’ shall mean a **specific area within a program** under the direction and control of a **Manager/Coordinator**. A Department may be under the direction of a Director if there is not a Manager(s) in the line reporting structure.

For the purpose of the application of Article 8.11-8.12 (posting of temporary job vacancies) all of the specific areas within a defined program shall be considered as one department. (For example, currently the Critical Care Program includes ICU, CCU and Telemetry, each of which is considered a specific area). Therefore, if no employee within the classification within the specific area accepts the position, all the specific areas within the program shall be treated as a department.

Further, if the Union and the Hospital are unable to agree upon the interpretation and/or application of the above definition of department, the parties agree to discuss the issue at a Labour Management Meeting.

28.03 A copy of any completed performance evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial such evaluation has 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. Employees on request will be provided with a copy of their performance appraisal. It is understood that such evaluations, do not constitute disciplinary action by the Hospital against the employee.

28.04 Each employee shall have reasonable access to all her/his personnel files for the purpose of reviewing their contents in the presence of a Human Resources staff member.

28.05 The parties agree that Pay Equity has been achieved and maintained for the term of this agreement.

28.06 The Hospital will provide the Union with a one time lump sum payment of \$1,000.00 for a union education fund in September, 2005.

ARTICLE 29 – DURATION OF AGREEMENT

29.01 With the except of retroactive wages specifically referred to in Schedule "A" hereof, and other benefits or conditions of employment expressed to become effective at specific times, this Agreement shall become effective on **April 1, 2004**, and remain in effect until **March 31, 2006**.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 18th day of August , 2005.

WINDSOR REGIONAL HOSPITAL

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 636**

**International Brotherhood of Electrical Workers
Schedule A**

Grade	Classification	Effective Rate	Start Rate	6 month	12 month	18 month
Grade 1	Senior Clinic Research Associate	April 1, 2004	\$21.972	\$22.801	\$23.465	\$24.169
		April 2, 2005	\$22.521	\$23.371	\$24.052	\$24.773
Grade 2	Sr. Payroll Clerk Senior E Chart ART	April 1, 2004	\$21.405	\$22.163	\$22.919	\$23.677
		April 2, 2005	\$21.940	\$22.717	\$23.492	\$24.269
Grade 2	A.R.Tech.	April 1, 2004	\$20.004	\$20.713	\$21.420	\$22.128
	Sr. Revenue Clerk	April 2, 2005	\$20.504	\$21.230	\$21.955	\$22.681
	Admitting Clerk I					
	Bookkeeper					
	Sr. Accts. Payable					
	Senior Cashier					
	Payroll Clerk					
	Health Records Technician					
	Clinical Trials Clerk					
Grade 3	Accounts Payable Clerk	April 1, 2004	\$18.426	\$19.077	\$19.730	\$20.382
	Diagnostic Imaging Clerk Health Records Clerk (WRH)	April 2, 2005	\$18.886	\$19.554	\$20.223	\$20.892
	HIV Clerk					
	Billing & Receivable Clerk					
	OR Booking Clerk					
	Medical Transcriptionist (WRH)					
	Unit Clerk					
	Secretary					
	Pharmacy Purchasing Clerk					
	Admitting Clerk					
	Health Records Transc.					
	Medical Secretary					
	Diagnostic Transc.					
	Sr Secretary Radiation/Oncology					
	Sr Secretary Systemic Therapy					
	Scheduling Coordinator					
	Assist to Supportive/Palliative Program					
	Assist to Oncology Program					
	Medical Transcriptionist (CCO)					
	Data Entry Clerk OBSP					
Grade 4	Engineering Clerk	April 1, 2004	\$17.047	\$17.631	\$18.235	\$18.838
	Inventory Control Clerk	April 2, 2005	\$17.474	\$18.072	\$18.691	\$19.309
	Cashier					
	Recep/Booking Clerk - OBSP					
	Health Records Clerk - (CCO)					
	Clinic Clerk Outpatient					
	Clinic Clerk Systemic Treatment					
	Call Centre Clerk					
	Admin Recep/Call Centre Relief					
	Clinic Clerk Nursing					
Grade 5	Switchboard Operator	April 1, 2004	\$16.404	\$16.985	\$17.547	\$18.127
	Clerk Typist	April 2, 2005	\$16.814	\$17.410	\$17.986	\$18.580
	Printing Clerk					
	Clinic Clerk/Nursing Attendant					
	Sr. Secretary Support Care Data Entry Clerk Radiation Oncology					
	Nursing Attendant - Radiation/Oncology Nursing Attendant - Systemic Therapy					

LETTER OF UNDERSTANDING

Between:

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

and:

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 636, UNIT 25**
(hereinafter referred to as "the Union")

Upon ratification of the Collective Agreement, the Employer will contribute the same portion toward the billed premiums of the Semi-Private and Dental plans for early retirees up to age 65 who are in receipt of HOOPP pension payments as was contributed by the Hospital to the billed premiums of that particular employee on the day the employee retired from employment with the Hospital for those particular benefits. The retiree will continue to bear the full cost of premiums for Extended Health Care plan. Employees who have retired on or after April 1, 2004 will qualify for this benefit.

From the day of ratification forward, if the Hospital either negotiates or is ordered to institute a more expansive or restrictive coverage for retiree benefits for CAW General, CAW Trades, CUPE or OPSEU then the new coverage will apply equally to IBEW.

The parties agree that the automatic withdrawal system must be used in this process.

Dated at Windsor, Ontario this 18th day of August 2005.

WINDSOR REGIONAL HOSPITAL

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 636**

LETTER OF UNDERSTANDING

Between:

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

and:

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 636, UNIT 25**
(hereinafter referred to as "the Union")

During the 2004 negotiations for the renewal of the collective agreement, the parties discussed the integration of the Regional Cancer Centre employees who were transferred to the Hospital as of December 31, 2003. The parties agree the job evaluation process for such classifications with the former Regional Cancer Centre has commenced and shall be completed within one year from that date. At which time, this letter of understanding shall become null and void.

Dated at Windsor, Ontario this 18th day of August 2005.

WINDSOR REGIONAL HOSPITAL

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 636**

