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COLLECTIVE AGREEMENT

BETWEEN:

**ST. JOSEPH'S HEALTH CENTRE
(MOUNT HOPE CENTRE FOR LONG TERM CARE)**

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220**

FULL TIME UNIT

1181501

EXPIRY DATE: MARCH 31, 1998

EXPIRES 31 3 1998

2/14/01

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NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

ARTICLE 2 - UNION RECOGNITION

2:01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of St. Joseph's Health Centre of London (Mount Hope), save and except Registered Nurses, Undergraduate Nurses, Supervisors, persons above the rank of Supervisor, Coordinators, Team Leader-Managers, technical and professional personnel, professional medical staff, chief engineer, stationary engineers and helpers (as per Certificate of Ontario Labour Relations Board dated the 28th day of November, 1978), office and clerical staff, and persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

This recognition clause represents the certificates issued by the Ontario Labour Relations Board dated the 22nd day of January, 1992, Marian Villa and the 29th day of August 1979, St. Mary's Hospital.

This recognition clause represents the combination of St. Mary's Hospital and Marian Villa which became Mount Hope Centre for Long Term Care on or about April 1, 1997.

This recognition clause gives effect to the Memorandum of Agreement dated the 6th day of November, 1997.

2:02 It is agreed that the word 'employee' or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and vice-versa, where the context so requires.

2:03 Supervisors and persons whose jobs are not in the bargaining unit shall not work regularly on any jobs which are included in the bargaining unit except in the case of (a) emergency, (b) safety, (c) experimental work, (d) instruction or (e) instances mutually agreed upon by the parties.

ARTICLE 3 - NO DISCRIMINATION

- 3:01 The parties agree that there shall be no discrimination against any employee because of membership or non-membership or activity in the Union or in the exercise of his lawful **rights**.
- 3:02 It is agreed there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation, record of offence or any other factor which is not pertinent to the employment relationship.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4:01 The Union recognizes that the management of the Employer and **the** direction of the employees are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement and, without **restricting** the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim by an employee that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as **hereinafter** provided;
 - (c) to determine, in the interest of efficient operation and high standards of service, **job** rating and classification, the hours of work, **work** assignments, methods of doing the work and the working establishments for the service;
 - (d) generally to manage the operation that the Employer is engaged in and, without **restricting** the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

It is agreed that prior to implementing new rules and regulations, the Employer **will** meet with the Union Committee and inform **them** of such rules and regulations.

4:02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 5 - NO STRIKE OR LOCKOUT

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

ARTICLE 6 - REPRESENTATION

6:01 The Union shall elect or otherwise select a Union Committee composed of not more than three (3) employees from each site. The Employer will recognize and deal with the Union Committee on grievances at Step 3 of the Grievance Procedure and on any matter properly arising out of the Agreement, including negotiations for, or renewal of, the Agreement.

6:02 It is agreed that a Union Representative may be present with the Committee at any meeting with the Employer, at the request of either the Union or the Employer. With the permission of the Chief Executive Officer or designate, such representative shall have access to the Employer's premises; Such permission shall not be unreasonably withheld.

6:03 (a) The Union Committee and the Employer shall meet each month at times mutually agreed on, providing there is business for their joint consideration. Necessity for a meeting will be indicated by letter from either party to the other party, delivered five (5) days in advance of the scheduled meeting, containing an agenda of the subjects to be discussed.

(b) **Staff Planning Committee**

With respect to the development of any operating or restructuring plan which may affect the bargaining unit (job security), the Union shall be involved in the planning process from the early phases through to the final phases of the process.

It shall be the function of the Labour Management Committee to consider possible ways and means of avoiding or minimizing potential adverse effects (of a layoff) upon employees in the bargaining unit, including:

- i) identifying and proposing possible alternatives to any action that the Employer may propose taking;
- ii) identifying and seeking ways to address the retraining needs of employees;

- iii) identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

- 6:04 The Union shall elect or otherwise select three (3) Stewards for each site which will be revisited by the parties as required.
- 6:05 The Union acknowledges and agrees that members of the Union Committee have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.
- 6:06 The Union committee Members will first obtain the supervisor's permission before undertaking Union business. When such Union business has been completed, the employee will advise the supervisor. Such permission shall not be unreasonably withheld.
- 6:07 In accordance with this understanding, it is agreed that:
- (a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer up to and including conciliation.
 - (b) Union committee Members, and applicable members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act with representatives of the Employer, whether on or outside the Employer premises, for which permission has been granted.
- 6:08 The Union agrees to supply the Employer with the names of the Union Committee Members and will keep such lists up to date.
- 6:09 The Employer agrees to allow a Union Committee person to be present at all discipline interviews with employees.
- 6:10 The Employer agrees to provide the Chairperson of the Union Committee copies of all job postings.

ARTICLE 7 - UNION SECURITY

- 7:01 The Employer shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:
- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to ~~the~~ regular monthly Union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
 - (c) Union dues will be deducted from the employee's pay on the first pay of each month in each calendar month and the same shall be remitted by the Employer to the Secretary-Treasurer of the Union not later than the last day of the month in which the same were deducted by the Employer.
 - (d) The Employer agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees ~~for~~ whom deductions were made, showing amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.
- 7:02 Regular monthly Union dues referred to in this article shall mean ~~the~~ regular monthly Union dues uniformly assessed ~~all~~ the members of the Union in accordance with its Constitution and By-laws as certified to the Employer in writing by the Union.
- 7:03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.
- 7:04 A new employee ~~will~~ have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without ~~loss~~ of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.
- 7:05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of the immediate supervisor. Any employee is entitled, upon request, to have a Union Committee Member present with him when meeting with the immediate supervisor to attempt to adjust his complaint.

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

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The supervisor will deliver his decision in writing within ten (10) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within ten (10) calendar days following the decision under Step No.1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Team Leader-Manager, or his designate, who will deliver a decision in writing within ten (10) calendar days of his receipt of the written grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 3

Within ten (10) calendar days following the decision under Step No.2, the grievance must be submitted to the Chief Executive Officer, or his designate, to be discussed at a meeting between the Chief Executive Officer or his designate, the said Steward, the grievor(s) and the Union Committee within ten (10) calendar days of receipt of the grievance. Either party may have assistance from outside the Employer at this stage if desired. The Chief Executive Officer (or his designate) shall give his written disposition within ten (10) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within forty (40) calendar days after the reply in Step 3 is given. If no written request for arbitration is received within such forty (40) calendar day period, the grievance shall be deemed to have been abandoned.

- 8:04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.
- 8:05 Saturdays, Sundays and Paid Holidays as recognized by this Agreement, shall not be counted in determining the time within which any step in this Article or in Articles 9, 10 or 11 must be taken.
- 8:06 The Employer agrees to forward to the Union at its London Office a list showing the names of its immediate supervisors of employees covered by this Agreement, Chief Executive Officer or her designate, and Team Leader-Manager, Human Resources or his designate.
- 8:07 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Union Committee Member present when the disciplinary action is taken, provided that a Union Committee Member is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation.
- 8:08 Any disciplinary action is to be removed from the employee's record after 24 months from the reprimand, provided that during the twenty-four (24) month period there has not been any other discipline given to the employee.

ARTICLE 9 - POLICY GRIEVANCE

9:01 Policy Grievance

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

9:02 Group Grievance

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

ARTICLE 10 - DISCHARGE GRIEVANCE

10:01 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten(10) working days of the employee being notified of his discharge. An employee may only be discharged for just cause, except that an employee who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of his suitability for employment with the Employer but which action may be taken up as a grievance.

10:02 Access To Personal File

An employee shall, upon written request made at a reasonable time before the time of viewing, have an opportunity to view his personal file in the presence of the Team Leader-Manager, Human Resources or his designate. The information the employee may review will be:

- i) application form;
- ii) written evaluations;
- iii) formal disciplinary notations;
- iv) incident reports

ARTICLE 11 - ARBITRATION

11:01 If the Employer or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

11:02 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of The Labour Relations Ad.

Any and all time limits referred to under the grievance and arbitration procedures herein may, at any time, be extended by written agreement between the Employer and the Union.

- 11:03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11:04 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 11:05 The Board of Arbitration shall not have any power to amend, alter, modify or add to **any** of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 11:06 The proceedings of the Arbitration Board **will** be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 11:07 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

ARTICLE 12 - SENIORITY

12:01 Probationary Period

An employee will be considered on probation **until** after he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date **he** was last hired **by** the Employer. An employee who has **not** completed his probationary period, **may** be terminated on the basis of a fair and proper assessment of his suitability for employment with the Employer, but which action may be taken **up** as a grievance.

- 12:02 **The** Employer undertakes to observe the seniority of employees with regard to promotion, demotion, transfers and reduction of staff, provided the senior employee possesses the necessary qualifications and ability to perform the work available.
- 12:03 Employer seniority lists of employees shall be prepared according to the records of the Employer as of **January** 1st and **July** 1st in each year and the same will be posted **on** the appropriate bulletin board on or before February 1st and August 1st, respectively, in each year, The Employer will deliver a copy of such seniority lists to the Union at its London office and to the Chairperson of the Union Committee at or about the time of posting such lists.

The Employer will provide along with seniority lists, an updated list of all Supervisors.

12:04. It is the employee's responsibility to ensure that **his** home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.

12:05 **Job Posting**

- (a) In order to ensure that employees are given the opportunity of applying for transfers or promotions, the Employer agrees to post all job category vacancies covered by this Agreement on bulletin boards for a period of eight (8) calendar days. The successful applicant will be selected in accordance with Article 12:02.
- (b) An employee who is unsuccessful in **his/her** application for a posted vacancy shall **be** notified of the name of the successful applicant upon request to the Human Resources Department.
- (c) An employee who is successful in **his/her** application for a posted vacancy within their current classification shall remain in the position **for** a minimum of eight (8) months from the date of transfer to the new position. The Employer and the Union can by mutual agreement waive this article.

Copies of all job postings shall be forwarded to the Union office once a month.

12:06 **Loss of Seniority and Employment Rights**

An employee shall lose all service and seniority and shall be deemed to have been terminated if he:

- (a) has been laid off for more than twenty-four (24) months;
- (b) resigns;
- (c) is discharged and not reinstated through the grievance and arbitration procedure;
- (d) is retired;
- (e) **is** absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason for the absence;
- (f) if an employee has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Employer through registered mail addressed to his last address on the records of the Employer;

- (g) fails to provide the Employer, at any time requested, proof of registration or license with the relevant professional association.
- (h) it is the employee's responsibility to ensure that his/her home address and telephone number are current at all times with Human Resources.
- (i) fails to return to work upon the expiration of a leave of absence granted by the Employer, without permission in writing from the Employer.

12:07 (a) **Seniority in the Bargaining Units/Probationary Period**

A part time bargaining unit employee who has completed the probationary period and who subsequently transfers to the same position in the full time bargaining unit shall not be required to serve a further probationary period.

Should an employee transferring in accordance with this article be unable to fulfill the duties of the position in question, he may be transferred back to his substantive position within the first sixty (60) days of his new employment.

This provision shall also apply to the transfer of any fulltime bargaining unit employee to the same position in the part time bargaining unit.

(b) **Transference of Seniority/Service Credits**

An employee's seniority and service shall be retained in the event an employee transfers from full time to part-time and shall receive credit for full seniority and service on the basis of 1650 hours worked for each year of full time seniority or service. An employee whose status is changed from part time to full time shall receive credit for full seniority and service for each 1650 hours worked.

Any time worked in excess of the equivalent shall be prorated at the time of transfer.

ARTICLE 13 - LAYOFF AND RECALL

13:01 For the purpose of layoff and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond thirty (30) calendar days (except maternity leave) or illness in excess of sixteen (16) weeks, and period or periods of layoff.

13:02 (a) In the event of layoff, employees with the least seniority within the classification in which the layoff takes place shall be laid off first, providing that the employees who remain on the job then have the ability to perform the work.

- (b) An employee laid off pursuant to clause 13:02 (a) shall have the option of accepting the layoff or shall have the right to displace the least senior employee in the classification who:
- (i) is in a lower classification having the same or lower rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and requires no training other than orientation; and
 - (ii) has less seniority than the laid off employee.
- (c) In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of services corresponding to that of the laid-off employee is within 5% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Any person(s) displaced through this procedure shall themselves be entitled to utilize the procedure.

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

13:03 **Notice of Layoff**

Union

The Hospital shall give the Union and each employee in the bargaining unit who is to be laid off for a period of more than eight (8) weeks, notice in writing of layoff in accordance with the following schedule:

- (i) provide the Union with no less than five (5) months written notice of the proposed layoff and;
- (ii) provide to the affected **employee(s)**, if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

Where a proposed layoff results in the **subsequent** displacement of any member(s) of the bargaining unit, the original notice to the Union provided in Article 13:03 (i) FT and Article 12:03 (i) PT will be considered notice to the Union of any subsequent layoff.

13:04 When an employee receives notice of layoff that his or her position **will** be eliminated, he or she will be entitled upon termination to severance allowance of

two (2) weeks salary for each year or partial year of continuous service to a maximum of twenty-six (26) weeks.

13:05 In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority, one(1) weeks' notice, provided, however, such notice shall not be required if the layoff occurs because of emergencies, for example, fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.

13:06 Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in 13:02 above, for a period of twenty-four (24) calendar months or less, in the order of their seniority provided that he then has the ability to perform the available work.

13:07 No new employee shall be hired in the classifications in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work.

13:08 Continuation of Benefits on Layoff

In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date on which the layoff occurs. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14:01 The Employer **does** not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

14:02 The standard work day for all employees shall be seven and one-half (7½) hours exclusive of an unpaid meal period. The standard work week for all employees shall be thirty-seven and one-half (37½) hours per week, exclusive of unpaid meal periods, which may be averaged over the scheduling period.

14:03 All authorized work performed **in** excess of seven and one-half (7½) hours of work per day or thirty-seven and one-half (37½) hours of work per week averaged over the scheduling period shall be paid for at the rate of time and one-half the employees' regular basic straight time rate. An employee required to work more than seven **and**

one-half (7½) hours in any consecutive twenty-four (24) hour period shall not be paid the overtime rate, if the overtime results from a schedule change to which the employee and the Employer, at the request of either of them have agreed.

14:04 It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.

14:05 (a) Regular full-time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7½) hour shift.

(b) Other employees (including employees who work shifts in excess of seven and one-half (7½) hours) shall be entitled to paid rest periods of fifteen (15) minutes each for each three and three-quarter (3¾) hours of work during their shift.

14:06 The Employer will endeavour to schedule a period of sixteen (16) consecutive hours off duty between shifts.

14:07 **Definition of Regular Straight Time Rate of Pay**

For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.

14:08 **Overtime**

An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period of the second shift, but shall be provided at the time of the meal period with a hot meal or five dollars (\$5.00) if the Employer is unable to provide a meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full shift shall, after the two (2) hours receive a half hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Employer is unable to provide the hot meal.

14:09 (a) Employees will not be required to work more than five (5) consecutive shifts when working seven and one-half hours per day unless mutually agreed upon otherwise by the Parties.

(b) Schedules of work for a six (6) week period will be posted at least two (2) weeks prior to the effective date of the schedule.

(c) Employees will not be required to work more than three (3) consecutive shifts when working twelve (12) hours per day unless mutually agreed upon otherwise by the parties.

- (d) The Employer will endeavour to ensure employees will be scheduled every other weekend off it being understood that the word "weekend" is defined as being from 2300 hours Friday and 2300 hours Sunday. Where this cannot occur the Employer and the Union will meet to review.
- (e) The Memorandum covering twelve (12) hour shifts is to be implemented into the new Collective Agreement.
- (f) The Employer **will** endeavour to give employees twenty-four (24) hours notice of cancelled or shortened shifts.
- (g) Either Party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect. Such amendments to the scheduling procedure shall not be implemented until such meeting has been held.
- (h) The Union Committee and Employer representatives will work together to develop satisfactory work schedules.

ARTICLE 15 - SHIFT PREMIUM

15:01 Effective April 1, **1992**, each employee who works on a shift where the majority of hours fall between 1500 hours and 0700 hours shall receive a shift premium of fifty (50) cents for each hour worked on that shift.

15:02 Weekend Premium

Effective April 1, **1992**, an employee shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE 16 - GENERAL

16:01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as set forth in schedule "A" attached hereto.

ARTICLE 17 - LEAVE OF ABSENCE

17:01 Personal Leave

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

17:02 Bereavement Leave

- (a) In the case of death in the "immediate family" covered by this Agreement, such employee will be protected against a loss of regular pay for scheduled work up to three (3) consecutive scheduled working days off within seven (7) calendar days of the day of death. The term "immediate family" means parent, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law and grandchild.

"Spouse" for the purposes of the bereavement leave will include a partner of the same sex.

- (b) An employee will be protected against a loss of regular pay for scheduled work on the day of the funeral for the purposes of attending the funeral of the employee's sister-in-law, brother-in-law, daughter-in-law and son-in-law.

17:03 Pregnancy Leave

- (a) A leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended, except as amended by this Agreement.
- (b) The service requirement for eligibility for a leave shall be thirteen (13) weeks of continuous service before the expected birth date.
- (c) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefits (SUB) Plan, an employee who commences a leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 75% of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week unemployment insurance waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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 (57(13)(i) of the UI regulations).

- (d) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, unless impossible due to medical complications caused by her expected date of return. At such time she shall also furnish **the** Employer with a certificate from a legally qualified medical practitioner stating the estimated date of birth. If pregnancy related complications force the employee to stop work before she has arranged her leave, the employee shall have two (2) weeks from that date to give the Employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth;
- (e) The employee may take up to seventeen (17) weeks leave. If the employee wishes, she may extend her leave beyond seventeen (17) weeks under the parental leave provisions of this Agreement **for** up to eighteen (18) additional weeks. The total leave shall not be greater than thirty-five (35) weeks.
- (f) Credit for service for the purpose **of** salary increment, vacation and sick leave shall continue and seniority shall accumulateduringthe entire length of leave. The Employer shall continue to pay the Employer's share of benefits (i.e. pension, health and welfare) during **the** employee's leave, unless the employee gives the Employer written notice that they do not intend to pay for their contributions while on leave.
- (g) The employee shall give at least two (2) weeks written notice of her intention **to** return to work or her intention to extend her leave beyond the dates outlined in (d).

The employee shall give the Employer four (4) weeks written notice from the earlier date, if she wishes to return to work at **an** earlier date than outlined in (d).

The employee shall give the Employer four (4) weeks written notice before the date outlined in (d) if she wishes to return to work at a later date. The employee shall be reinstated to the same position, shift and the same Department, if it still exists, or to comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

17:04 **Parental Leave**

- (a) A leave will be granted in **accordance** with the Employment Standards Act as amended, except where amended in this Agreement.

A "parent" **includes** the natural mother or father of the child, a person with whom a child is placed for adoption **and** a person who is in a relationship

with the parent of the child and who intends to treat the child as his or her own.

- (b) The service requirement for parental leave shall be thirteen (13) weeks before the birth of the child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time.
- (c) Effective on confirmation by the Unemployment insurance Commission on the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who commences a leave as set out above who is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Unemployment Insurance benefits and any other earnings. For fathers and adoptive parents, such payments shall commence following completion of the two (2) week Unemployment waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that the employee is in receipt of Unemployment insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The two (2) week notice requirement for employees requesting parental leave will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

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 (57(13)(i) of the UI Regulations).

- (d) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, together with the expected date of return.
- (e) Either parent or both parents may each take a maximum of eighteen (18) weeks unpaid parental leave.
- (f) For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent. For fathers and adoptive parents, parental leave must commence within the thirty-five (35) weeks after the birth or after the child first comes into the custody, care and control of a parent.

- ..
- (g) Credit for seniority for purposes of salary increment, vacation and sick leave shall continue and seniority will accumulate during the entire length of the leave.

The Employer will continue to pay the Employer's share of benefits (i.e. pension, health and welfare) during the employee's leave, unless the employee gives the Employer written notice that they do not intend *to* pay for their own contributions while on the leave.

- (h) The employee shall give at least **two (2) weeks** written notice of their intention to return to work.

The employee shall give the Employer four (4) weeks written notice from the earlier date, if the employee wishes to return to work at an earlier date than outlined in (d).

The employee shall give the Employer four (4) weeks written notice before the date outlined in (d) if the employee wishes to return to work at a later date.

The employee shall be reinstated to the same position, shift and the same Department, if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

17:05 Jury and Witness Duty

If an employee is required to serve in any court of law, or is required by court subpoena to attend court proceedings by the Crown, or is required by subpoena to **attend** a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work **on** the day of such duty, provided that the employee:

- (a) notifies the Employer immediately on an employee's notification that he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

17:06 Union leave of Absence

Leave of absence **for** Union business shall be given without pay up to an aggregate maximum for all employees of **thirty-five (35) days** provided such leave does not

interfere with the continuance of efficient operations of the Employer. Such leave shall be subject to the following conditions:

- (a) Not more than two (2) employees of the Employer are absent on any such leave at one time, and not more than two (2) employees from a unit/team;
- (b) No one such leave of absence shall extend beyond two weeks;
- (c) A request be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested;
- (d) Such request shall state the general nature of the function to be attended;
- (e) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Health Centre and the Union agrees to reimburse the Health Centre the current hourly **wage** rate for all hours paid during such leave. The Health Centre will bill the Union within a reasonable period of time.

17:07 (a) An employee who is **elected** or appointed office in the Union, upon request, shall be granted a leave of absence without **loss** of seniority and benefits for the employee's term of office.

(b) During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer's contribution to said benefits. The employee agrees to notify the Employer **of** the employee's intention to return to work within four (4) weeks **following** termination of office for which the leave was granted. At the **end** of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off **by** the Employer as required, or be transferred to **the** employee's previous position if the substitution was a transfer.

(c) Employees on leave of absence under this Article shall continue to accumulate all rights and privileges under this Agreement.

(d) This obligation is limited to one employee of the Health Centre (in any bargaining unit) at any one time.

17:08 Education Leave

(a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer **shall** pay the full costs associated with the courses.

- (b) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (c) Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will provide programmes related to the requirements of the Employer. Available programmes will be publicized.

17:09 Effect of Leave of Absence

In the event of an employee's absence without pay from the Employer exceeding thirty (30) continuous calendar days, the employee will not accumulate service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Employer to pre-pay to the Employer the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

In the event of an employee's absence without pay from the Employer exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority for any purposes under the Collective Agreement for the duration of such leave.

Notwithstanding the above, where an employee is on sick leave or receiving Workers' Compensation benefits or has qualified for Workers' Compensation benefits and is awaiting payment, seniority for all purposes shall continue for a maximum of eighteen (18) months.

ARTICLE 18 - PAID HOLIDAYS

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

- | | |
|--------------------------|------------------|
| New Year's Day | Civic Holiday |
| Third Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

- 18:02 Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union so that the Employer's obligation to provide twelve (12) paid holidays remains unchanged.
- 18:03 Holiday pay is defined as the amount of regular straight time, hourly pay (7½ hours) exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.
- 18:04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:
- (a) illness or accident which commenced in the current or previous pay period in which the holiday occurred;
 - (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
 - (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
 - (d) vacation granted by the Employer;
 - (e) the employee's regular scheduled day off.
- 18:05 An employee who qualifies under Article 18:04 and is required to work on any of the above named holidays will, at the option of the Employer, which shall take into account in its decision the request of the employees, to receive either:
- (a) pay for all hours worked on such day at the rate of one and one-half (1½) times his regular straight time rate of pay in addition to his regular straight time rate of pay, or
 - (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty days before or thirty days following the holiday. Such lieu day off will be selected by the employee and the Team Leader-Manager by mutual agreement.

Failing such mutual agreement, the lieu day will be scheduled by the Team Leader-Manager, who, on request by the employee, shall provide written reasons.

- 18:06 (a) An employee who is scheduled to work on a paid holiday and who **fails** to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- (b) An employee entitled to receive holiday pay in accordance with this article shall not receive sick leave pay to which he may otherwise be entitled.
- 18:07 If a **paid** holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 18:08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Team Leader-Manager by mutual agreement providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Team Leader-Manager, **who**, on request by the employee, shall provide written reasons.
- 18:09 Employees may **be** allowed to accumulate five (5) holidays (lieu days) in a calendar year. Employees must advise their Manager by January 15th in the year of their request to accumulate such holidays. The Employer may waive the January 15th date. If such **accumulated** holidays cannot be granted, the employee making the request will be told the reasons.

ARTICLE 19 - VACATIONS

- 19:01 Employees working for the Employer in the twelve month period preceding July 1st shall be entitled to vacation computed on the following basis according to the individual employee's **length** of continuous service:
- (a) Employees who have completed **less** than one (1) year of continuous service as of July 1st, shall be entitled to an annual vacation of one (1) day for each completed month of service to a **maximum** of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding July 1st.
- (b) An employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of July 1st of any year, shall be entitled to an annual vacation of three (3) weeks with **pay** at his regular straight time hourly rate.
- (c) An employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of July 1st of any year shall **be** entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.

- (d) An employee who has completed more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of July 1st of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- (e) An employee with more than twenty-five (25) years of continuous service as of July 1st of any year, shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.

19:02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

19:03 An employee who leaves the employ of the Employer for any reason, shall be paid the vacation allowance due to him at the time of his termination as provided herein.

19:04 Vacations shall not be cumulative from year to year.

19:05 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Employer, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Employer will pay the employee, prior to the employee proceeding on vacation the pay to which he is entitled to receive on the pay days occurring during the employee's vacation period.

19:06 (a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

(b) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. In such circumstances, the employee's vacation shall be rescheduled. The employee does not have the right to "bump" previously approved vacation times of co-workers, regardless of the seniority of co-workers.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 20 - HEALTH AND WELFARE

- 20:01 The Employer agrees to pay one hundred percent (100%) for the premium cost for the Employer Health Tax or equivalent.
- 20:02 The Employer agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Employer eligible for coverage.
- 20:03 The Employer agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees under the Employers of Ontario Croup Life Insurance Plan (HOGLIP) for each employee in the employ of the Employer eligible for coverage.
- 20:04 The Employer agrees to contribute on behalf of each eligible employee in the employ of the Employer **seventy-five** percent (75%) of the billed premium for a 15/25 deductible Extended Health Care Plan (Blue **Cross** or equivalent) subject to the terms and conditions of such plan. Effective the first billing date following the date of ratification, such coverage will include glasses at a maximum of one hundred dollars (\$100.00) every twenty-four (24) months and hearing aids to a lifetime maximum of five hundred dollars (\$500.00) per individual. Remove Formulary 3 (over-the-counter drugs) from **current** extended health care plan.
- 20:05 Employees shall enrol in the Employers of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.
- 20:06 The Employer may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not in total decreased. Before making such a substitution the Employer shall notify the Union to explain the proposed change to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 20:07 **Dental Plan**
The Employer shall contribute seventy-five percent (75%) of the **billed** premium toward coverage of eligible participating employees under the dental plan (Blue Cross #9 current ODA schedule of fees, or its equivalent) in the active employment of the Employer and such employee shall pay the remaining premium through payroll deduction.
- 20:08 For the purposes of Extended Health Care and dental benefits, dependant means a person recognized by either the Family Law Act, Human **Rights** Code, Income Tax Act, or the Pension Act.

ARTICLE 21 - SICK LEAVE AND LONG TERM DISABILITY

- 21:01 (a) The Employer will assume total responsibility ~~for~~ providing and funding the sick pay benefit portion of the Employers of Ontario Disability Income Plan (HOODIP) in accordance with the plan's terms and conditions.
- (b) The Employer will pay seventy-five (75%) percent of the billed premium towards coverage of eligible employees under the Long Term Disability Benefit portion of the Plan (HOODIP, or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.
- (c) The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- (d) The current payout provisions and conditions governing sick leave shall continue to be applicable.
- (e) An employee must return for five (5) weeks of full employment, not including work re-entry time period, to re-initiate the first 15 weeks of disability.

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

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

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

to such pay-out. The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

- (d) When an employee is **absent** by reason of incapacity or by reason of an accident occurring while on duty and an award is made by Workers' Compensation Board in respect thereof, such employee shall be entitled to receive the difference between his or her regular pay and the amount of such award up to but not in excess of his or her accumulated sick leave days.

Any employee suffering a compensable injury will be paid for the first day of injury by the Employer.

21:02 To qualify and be paid sick leave, an employee must notify his Supervisor at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the am. shift and two(2) hours if on the p.m. shift, except in case of emergency. If no supervisory personnel can be reached within the employee's department, the message must be left with the switchboard operator at the Employer. This message must include the employee's name, position and reason for absence. Employees must also obtain the telephone operator's name in case of any confusion in the delivery of the message.

21:03 The employee shall notify the Employer of his intention to report for duty following a period of sick leave, **such** notice to be given at least twelve (12) hours prior to the commencement of the employee's shift to the employee's Supervisor or, if he is not available, to the Team Leader-Manager, Human Resources or designate of the Employer.

21:04 Notwithstanding anything else contained in this Agreement, the Employer will continue the benefits as herein provided relating to sick leave, vacation and health and welfare program, while an employee is either:

- (a) on sick leave, until the accumulated sick leave credits in the sick leave bank have been paid in full or for six (6) months, whichever is greater;
- (b) receiving Workers' Compensation until the employment is terminated.

21:05 **Medical Certificates**

An employee who is required to have a medical examination and/or produce a doctor's certificate pursuant to this Agreement or Provincial regulations shall be reimbursed by the Employer for **such** expense upon producing a proper receipt.

ARTICLE 22 - BULLETIN BOARDS

22:01 The Employer shall provide bulletin board(s) which shall be placed so that all

,employees will have access to them and upon which the Union shall have the **right** to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 23 - UNIFORM ALLOWANCE

- 23:01 (a) The Employer will pay an annual allowance of seventy dollars (\$70.00) per year for uniforms to all employees in the bargaining unit that are required to wear uniforms while on duty which the Employer does not supply. Such allowance will be paid monthly.
- (b) The Employer will provide a safety shoe allowance of up to forty dollars (\$40.00) once in each calendar year, ~~on~~ February 1st, to each employee who is required to wear safety shoes and who provides the Employer with proof of purchase within the last year. Such shoes must be Employer and C.S.A. approved.

ARTICLE 24 - JOB SECURITY

- 24:01 The Employer shall not contract out work usually performed **by** members of this bargaining unit, if as a result of such contracting out a layoff of any employees other than casual or part-time employees follows. The ~~contracting~~ out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is **not** a breach of this provision.
- 24:02 The Employer undertakes to **notify** the Union **in** advance, ~~so~~ far as practicable, of any technological changes which the Employer ~~has~~ decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing **the** adverse effects, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will **be** given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.
- 24:03 Employees not covered **by** the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for **the** purposes of instruction, experimentation ~~or~~ an emergency when regular employees are not readily available.

ARTICLE 25 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

- 25:01 (a) The Employer and Union agree that **they** mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents,

injury and illness.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst 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 Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (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 one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 26 - TRANSFERS

- 26:01 An employee who is temporarily assigned by ~~the~~ Employer for one complete shift or more, to a job classification within the bargaining unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, shall receive the next highest wage rate above his regular wage rate in the job classification to which he is temporarily assigned for all hours worked in the higher classification.
- 26:02 If an employee is transferred permanently to a higher or equally rated job classification, he shall receive not less than the rate that he was receiving at the time of ~~the~~ transfer or the start in rate of the job into which he is being transferred, whichever is the higher, and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".

26:03 ,An employee who is temporarily transferred by the Employer to a lower rated job classification shall receive the pay rate he was receiving at the time of transfer.

26:04 If an employee is permanently transferred to a lower rated classification he shall move to the increment scale in the lower rated classification based on his length of service with the Employer.

26:05 Supervisory Pay

- (a) When an employee relieves in a supervisory position for the majority of the seven and one half (7%) hour shift or more on a continuous basis which has been authorized by the Employer; he shall be paid ten percent (10%) in excess of his prevailing wage rate for all hours so worked in such supervisory position.
- (b) Where an employee is asked and authorized by the Employer to take on established extra duties or responsibilities for the majority of the seven and one-half (7½) hour shift or more on a continuous basis, a premium of fifty cents (\$0.50) for each hour worked on such a shift shall be paid.

ARTICLE 27 - REPORTING PAY

27:01 Employees who report for any scheduled shift will be guaranteed at least three and threequarters (3 3/4) hours of work or, if no work is available, will be paid at least three and three-quarters (3 3/4) hours unless work is not available due to conditions beyond the control of the Employer. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

ARTICLE 28 - CALL BACK PA?

28:01 An employee called back to work after leaving the premises, who reports to work outside his normal scheduled hours of work, will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half his regular, straight-time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

28:02 In lieu of call back, an employee may take equivalent time off with pay at a mutually agreeable time within sixty (60) days following the call back or such longer period as may be agreed upon, Where no agreement is reached, the employee shall be paid in accordance with paragraph 28:01.

ARTICLE 29 - STANDBY PAY

29:01 Effective April 1, 1992, an employee who is required to remain available for duty on standby outside the working hours for that particular employee shall receive standby pay in the amount of one dollar and sixty (\$1.60) cents per hour for **all** hours on standby. When an employee is called in to work, the standby allowance per shift shall remain payable,

ARTICLE 30 - NEW CLASSIFICATION

30:01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer for such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.

ARTICLE 31 - RETROACTIVITY

31:01 The wage increase shall be effective as and from the dates specifically listed on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its **employ**, to advise them of their entitlement to any retroactive wage adjustment. Any employee who has terminated his employment prior to the signing of this Collective Agreement shall have a period of ninety (90) days from the date of ratification of the Agreement (November 25, 1997) in which to claim from the Employer any adjustments to the remuneration. The retroactive payments shall be made by separate cheque to the employees so entitled within ninety (90) days from the date of ratification, November 25, 1997.

ARTICLE 32 - DURATION

32:01 This Agreement shall remain in effect until and including March 31, 1998 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

32:02. Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry of the Agreement and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new Collective Agreement.

Signed this 17th day of June, 1997.

FOR THE EMPLOYER

Sarah King
Karen Stone
Jim Jewz
Mary Ann Smith
Mary Catherine Collier
Jan C. O'Brien

FOR THE UNION

Ann de Haan
John Spill
Gloria Leaser
R. Dutheland
Elisa Scallen
Judy Jordan
Paul van Kamm
Cecilia Clemente
Kim Wuttken

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>	<u>START</u>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YEAR</u>
Laundry Worker	Apr. 1/97	13.81	13.87	13.93	
Dietary Aide	Apr. 1/97	14.42	14.49	14.59	
Veg & Salad Prep. Aide	Apr. 1/97	14.42	14.49	14.59	
Dietary Porter	Apr. 1/97	14.42	14.49	14.59	
Wash Porter	Apr. 1/97	14.42	14.49	14.59	
Dietary Aide Lead Hand Sr. Aide Pastry	Apr. 1/97	14.71	14.88		
Cook 2	Apr. 1/97	15.55	15.66	15.75	15.85
Nursing Assistant Orderly	Apr. 1/97	14.91	16.16		
Seamstress	Apr. 1/97	14.71	14.81	14.88	
OT/PT Attendant	Apr. 1/97	14.88	14.96	15.06	
CSR Aide	Apr. 1/97	14.71	14.81	14.88	
CSR Tech	Apr. 1/97	14.71	14.81	14.88	
Primary Care Partner	Apr. 1/97	14.43	14.54	14.66	
Laundry Foreperson	Apr. 1/97	14.92	15.22	15.44	
Painter/Plasterer Groundskeeper	Apr. 1/97	15.56	15.66	15.85	
Maintenance Mechanic	Apr. 1/97	14.91	16.16		
RPN	Apr. 1/97	19.25	19.33	19.41	
Plumber	Apr. 1/97	19.41			

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On or before December 15, 1997, all active and current employees who have worked at least one shift since September 1, 1997, will receive a lump sum payment of four hundred dollars (\$400.00).