

SOURCE	Hosp.		
EFF.	91	09	29
TERM.	94	03	31
No. OF EMPLOYEES	141		
NOMBRE D'EMPLOYES	141		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WINDSOR WESTERN HOSPITAL CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1681  
(CLERICAL UNIT)**

**EXPIRY DATE: 31 MARCH 1994**

**JUL - 5 1993**

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WINDSOR WESTERN HOSPITAL CENTRE INC. and THE CANADIAN UNION OF  
PUBLIC EMPLOYEES. LOCAL 1681 (CLERICAL UNIT)

Term: 29 September 1991 - 31 March 1994

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THIS AGREEMENT made this *23rd* day of *June*, 1993

B E T W E E N:

**WINDSOR WESTERN HOSPITAL CENTRE INC.**  
(hereinafter called the "Hospital")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1681**  
(hereinafter called the "Union")

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this Collective Agreement is to set forth conditions of employment for the employees coming within the scope of this Agreement, and to maintain good and mutually beneficial relationships between the **Hospital**, its employees and the Union, and to recognize the mutual value of joint discussions and negotiations.

**ARTICLE 2 - RECOGNITION**

2.01 The Hospital recognizes the Union as the bargaining agent for all its office and clerical employees at Windsor, Ontario, save and except Supervisors, persons above the rank of Supervisor, Secretaries to each of the following: *Board of Governors, Chief Executive Officer, Administrators, Vice-Presidents, Assistant Vice-Presidents, Directors of Nursing, Medical Staff, Human Resources Managers, Director of Clinical and Professional Services, Executive Director and Assistant Executive Directors, Regional Children's Centre, office managers*, persons covered by subsisting Collective Agreements between the Hospital and Service Employees International Union, Local 210, Canadian Union of Operating Engineers, Local 100, Canadian Union of Public Employees, Local 1132, *Ontario Public Service Employees Union, Local 143, Ontario Nurses' Association (Prince Road and Riverview Units)*, persons regularly employed for not more than *fifteen* (15) hours per week, students employed during the school vacation periods and students employed under a co-operative training program with the Community College. The above bargaining unit description is to be read and interpreted in accordance with the provisions of Paragraphs 4 to 8 inclusive of the decision of the Ontario Labour Relations Board, dated 'the 20th November, 1973, provided however, that the parties acknowledge and agree that

Accredited Record Technicians are included as members of the Bargaining Unit.

2.02 The parties agree that in the event of new positions, sections and/or departments being created within the scope of this agreement under the authority of the Hospital, the bargaining rights for the affected employees will be the subject of discussion and negotiation to determine the appropriate local Union jurisdiction. The Hospital further consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them,

2.03 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee, or result in the lay off of a member of the bargaining unit.

2.04 (a) *Temporary* employees may be hired for a specific term not to exceed six (6) months (*or thirty-five [35] weeks for maternity replacement*), to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or any other clearly temporary reason. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such *person(s)* will not exceed the absentee's leave. **The** release or discharge of such *person(s)* shall not be subject to a grievance or arbitration.

Employees hired on the above basis will not accumulate seniority unless they are employed for more than six (6) months (*or thirty-five [35] weeks for maternity replacement*) or such additional period mutually agreed as above.

This clause does not preclude such employees from using the job posting provision under the Collective Agreement and if such employee is a successful applicant and completes the probationary period, the employee will be credited with the appropriate seniority dated Sack to date of hire.

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

(b) The Union agrees that the Hospital may hire extra employees to accommodate term certain appointments with respect to special projects where funding is only assured, or provided, for a definite period of time, by Federal or Provincial Governments or other funding agencies. If such programs specifically state the hourly rate to be paid, then such employee may be paid at that hourly rate of pay and under the terms and conditions of the grant. Should an employee hired under one of these programs be retained or appointed to regular employment, then they will be credited with seniority from the date of entry into the bargaining unit.

The Hospital agrees that any such employee hired under this Article shall not fill a position normally held by a member of the bargaining unit nor cause the lay-off or reduce the hours of any regular or part-time employee.

(c) The Hospital shall provide the Union with a description of the special projects at the time of hiring staff.

2.05 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.

### **ARTICLE 3 - HOSPITAL'S RESPONSIBILITY**

3.01 In accordance with the Ontario Labour Relations Act, and the Ontario Human Rights Code as amended from time to time, the Hospital

accepts the following responsibilities:

(a) The Hospital recognizes the Union as the sole Collective bargaining Agent for all employees coming within the scope of this Agreement.

(b) The Hospital agrees:

(i) not to interfere with the rights of its employees designated within the scope of the Agreement to become or remain members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Hospital or any of its representatives against employees because of Union membership:

(ii) that during the term of this Agreement there shall be no lockout of employees;

(iii) not to discriminate against any employee by reason of age, race, creed, national origin, colour, political or religious affiliation or marital status.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The union acknowledges that it is the exclusive function of the Hospital to:

(a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;

(b) hire, retire, direct, classify, transfer, promote, demote, suspend, discharge and assign employees to shifts; to increase and decrease the working forces, provided that a claim that an employee has been discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure; provided that none of these Management functions shall be exercised in a manner inconsistent with the terms of the Agreement.

(c) generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the hospital patients, its employees and the public.

**ARTICLE 5 - UNION'S RESPONSIBILITY**

5.01 In accordance with the Ontario Labour Relations Act, and the Ontario Human Rights Code as amended from time to time, the Union accepts the following responsibilities:

The Union agrees that:

a) it shall not intimidate or coerce employees into membership in the Union;

b) neither membership solicitation nor any other form of Union activity shall take place on the premises or on any works project of the Hospital save as expressly authorized by this Agreement;

c) while this Agreement is in operation there shall be no strikes, suspension or slowdown of work, picketing, or any other interference with the operations of the Hospital and the Union shall take positive action to prevent any employee from committing any of the aforesaid acts;

d) it shall not discriminate against any member or person employed by the Hospital because of race, creed, colour, nationality, political persuasion, ancestry or place of origin.

**ARTICLE 6 - UNION SECURITY AND CHECK-OFF**

6.01 The Hospital shall deduct from each pay of each regular

employee within the bargaining unit, an amount equivalent to the monthly membership dues as are levied by the Union in accordance with its Constitution and By-laws. It shall be a condition of remaining in the employment of the Hospital that all employees authorize such deduction. Each employee shall give such authorization to the Hospital to make such deduction.

6.02 The Hospital agrees to provide the Chief Steward with a copy to the Union Area Representative, once a month with a list of all new hires, if any, including casual and temporary employees hired in the previous month.

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

6.04 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Hospital not later than the fifteenth (15th) day of the following month.

6.05 The record referred to in Subsection 6.04 above shall include the names of employees from whose pay deductions were not made because of absence for injury or illness or because employment had been terminated as well as the names of those employees on leave of absence. Such record shall also include the names and addresses of new employees.

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

#### **ARTICLE 7 - UNION INTERVIEWS**

7.01 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of fifteen (15) minutes during the employee's orientation for the purpose of discussing with the new



employee the benefits and duties of Union membership and their responsibilities and obligations to the Hospital and the Union. Management shall designate a time and place on the Hospital premises for such interviews and shall have the right to have a Hospital representative attend any such interview if it so wishes.

**ARTICLE 8 - REPRESENTATION**

8.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Hospital without proper authorization of the Union. In order that this may be carried out, the Union will supply the Hospital with the names of its officers. Similarly, the Hospital will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Hospital. Such representatives shall have reasonable access to the Hospital premises upon reasonable notice in order to investigate and assist in the settlement of a grievance.

8.03 All correspondence between the parties hereto arising out of this agreement or incidental thereto shall pass to and from the Office of the Vice-president Human Resources and the Secretary of the Union, Local 1681, including a copy to the National Representative of C.U.P.E.

**ARTICLE 9 - NEGOTIATING COMMITTEE AND REPRESENTATIVES: UNION  
MANAGEMENT COMMITTEE**

9.01 The Hospital acknowledges the right of the Union to elect or otherwise select a negotiating committee composed of four (4) Representatives, at least one of whom shall be from the Riverview Unit, and Union representatives, and will recognize and deal with said committee with respect to any matter which properly arises for its consideration.

9.02 (a) The Hospital acknowledges the right of the Union to appoint

otherwise select four (4) Stewards and one (1) Chief Steward (one of the stewards shall be employed at the Riverview Unit) to assist employees in presenting their grievances to the representatives of the Hospital. The appointment of and recognition of Stewards is conditional upon the Stewards notifying the area Supervisor when entering an area for which they are not employed, and upon returning to their own area reporting back to their own Supervisor. The Union acknowledges that the Stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Hospital and that such persons will not leave their regular duties without the permission of their immediate Supervisor. Permission from the Supervisor shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer **loss** of pay or benefits while dealing with grievances or while negotiating the agreement up to and including attendance at meetings called by a Conciliation Officer of the Department of Labour. This does not apply to time spent on such matters outside the regular working hours.

(b) The Chief Steward of the local Union shall work the day shift only.

9.03 The Union will inform the Hospital in writing of the names of Stewards and Chief Steward and of any changes in the names of Stewards and Chief Steward.

#### **ARTICLE 10 - UNION NOTICES**

10.01 The Hospital agrees to provide two (2) bulletin boards in the Prince Road Unit and one bulletin board in the Riverview Unit, in mutually satisfactory locations for posting notices of Union activities. Such notices shall not be removed by unauthorized personnel.

10.02 Such notices shall be submitted by a Steward to the Office of the Vice-president Human Resources for approval. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other literature on the Hospital's property, except as herein provided.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

Definition: A Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

11.01 It is mutually agreed that grievances of the employee(s) shall be adjusted as quickly as possible. It shall be optional to the Hospital to decline to consider any *written* grievance in which the alleged circumstances originated or occurred more than *ten (10)* working days prior to its presentation or more than *ten (10)* working days after the employee(s) ought reasonably to have been aware of the circumstances giving rise to the grievance.

Before a grievance is formalized at Step 1, the employee(s) *will informally discuss the matter* with the employee's supervisor. The employee(s) involved will have the right to have their Steward present during such discussion.

STEP 1 The aggrieved employee(s) *having a complaint* shall submit the grievance to their Steward. If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with their Steward, shall first seek to settle the dispute with the employee's immediate Supervisor or Department Head *if appropriate. The Supervisor or Department Head ~~is~~ appropriate shall give his decision* in writing within *five (5)* working days after hearing the grievance.

STEP 2 Failing satisfactory settlement within *five (5)* working days after receiving the reply under Step 1, the employee(s) concerned, together with the Steward and/or Chief Steward, shall meet and submit to the Department Head or Vice-President, *as appropriate*, particulars of the complaint and redress sought. The Department Head or Vice-President *as appropriate shall render a decision* within five (5) working days *after such* meeting.

STEP 3 Failing satisfactory settlement *within five (5) working days after receiving the reply under Step 2, the Union shall forward their written grievance to the Vice-President* Human Resources. The employee(s) concerned, together with the Grievance Committee, shall meet and discuss the matter with the Vice-President Human Resources who shall render his decision within five (5) working days after such meeting.

**STEP 4** Failing a satisfactory settlement being reached in Step 3, the Union may, within *ten* (10) working days, notify the Hospital in writing of its intention to refer the dispute to Arbitration.

11.02 Policy/Group Grievance

Where a dispute involves a question of general application or interpretation occurs, or where a group of employees, or the Union has a grievance, Step 1 of this Article may be by-passed.

11.03 Replies in Writing

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

11.04 Facilities for Grievances

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

11.05 Failure to Act Within Time Limits

Failure of the Grievor or the Union to process a grievance to the next step of the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

11.06 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and the address of its appointee to the Arbitration Board. The appointees shall then meet to select an impartial Chairman.

11.07 Failure to Appoint

If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a *chairperson* within *ten* (10) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

11.08 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.

11.09 The Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the *chairperson* shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend any of its provisions or to give any decision inconsistent with the terms and provisions of this agreement or to deal with any matter not covered thereby. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion, it deems just and equitable.

11.10. Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the *chairperson* of the Board of Arbitration to reconvene the Board to clarify the decision.

11.11 Expenses of the Board

Each party shall bear its own costs and the fees and expenses of witnesses called by it and the costs of the *chairperson* shall be shared equally by the parties. The Hospital will make up any loss in wages suffered by an employee required to attend an arbitration hearing.

11.12 Amending the Time Limit

The time limits fixed by both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

11.13 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the *employee(s)* concerned as

witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to **have** access to the hospital premises and to have access to view working conditions which may be relevant to the settlement of the grievance.

11.14 Working days, as referred to in this Article, shall exclude Saturdays, Sundays, holidays and an employee's scheduled days off.

#### **ARTICLE 12 - DISCHARGES, SUSPENSION & DISCIPLINE**

12.01 (a) Whenever the Hospital or its representative deems it necessary to give an employee a warning which is to become part of that employee's record, it shall be done in private or, if requested by the employee, in the presence of a Union Steward, and the Hospital shall thereafter give written particulars of such warning to the employee involved with a copy to the Secretary of the Union.

(b) Unacceptable behaviour is subject to the following disciplinary action being issued to an employee:

- (i) a verbal warning (interview)
- (ii) a written warning
- (iii) a suspension in writing up to three (3) consecutive working days and/or discharge as warranted by the circumstance

(c) The Employer reserves the right to issue any disciplinary actions at a level which the Employer feels warranted under the circumstances.

(d) Warning, disciplinary and suspension notices shall be removed from an employee's file providing the employee has been discipline free for a period of eighteen (18) months.

(e) An employee shall be allowed to examine their personnel file once in each agreement year at a reasonable time upon reasonable notice.

12.02 Discharge Procedure

An employee who has completed their sixty (60) working days probationary period may be dismissed but only for just cause and only upon the authority of the Hospital. When an employee is discharged or suspended, they shall be given the reason for such discharge or suspension in writing.

12.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

12.04 Unjust Suspension or Discharge

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

12.05 Single Arbitrator

Notwithstanding the foregoing provisions of this Article, the parties hereto may, in substitution for the above procedures, agree in writing to appoint one (1) arbitrator satisfactory to both parties, in which case such arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Article.

**ARTICLE 13 - SENIORITY**

13.01 (a) Full-Time Seniority

Seniority is defined as the length of an employee's service in the bargaining unit. Seniority shall be used in determining

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preference or priority for promotion and recall within the bargaining unit. Transfer, demotion, lay-off and permanent reduction of the work force shall be in reverse order of seniority. Seniority shall operate on a bargaining unit-wide basis.

Hospital seniority is defined as the length of an employee's service with the Hospital (including both Prince Road and Riverview Units) from the date when an employee's current period of employment originated. Such seniority shall be used in determining length of paid vacation entitlement.

Departmental seniority is defined as the length of an employee's continuous service in a recognized department of either unit of the Hospital, commencing from the date when an employee's current period of service in that department originated. Such seniority shall be used in determining preference or priority for choice of vacation period.

#### 13.01 (b) Part-Time Seniority

Part-Time employees will accumulate seniority on the basis of one (1) year's seniority for each 1,700 hours worked in the bargaining unit as of the last date of hire upon successful completion of the probationary provision as defined in this Collective Agreement.

Notwithstanding the above, employees hired prior to January 1, 1990 will be credited with the seniority they held under the Agreement expiring September 28, 1989 and will thereafter accumulate seniority in accordance with this Article.

#### 13.01 (c) Transfers

A part-time employee transferring to a full-time position shall receive a seniority date calculated by taking their accrued seniority based on hours worked at the date of the transfer and calculating backwards from the date of transfer to a seniority date.

A full-time employee transferring to a part-time position shall take their seniority date as a full-time employee, and shall after the date of transfer accrue seniority based on hours worked **as** a part-time employee.

#### 13.02 Probationary Period

Until an employee has completed a probationary period of sixty (60) working days of employment within a six (6) month period,



the employee shall be considered to be on a probationary basis, having no seniority rights and such employment may be terminated by the Hospital without recourse to the grievance and arbitration procedures of this Agreement. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing dated from the date sixty (60) working days prior to the date upon which such employee shall have attained seniority.

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

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

13.04 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee accepts a position in a classification outside the bargaining unit, they will retain their seniority within the bargaining unit (but shall not continue to accumulate seniority in the bargaining unit) for a period of eight (8) months. At the expiration of eight (8) months they will lose their seniority within the bargaining unit but if they are then employed in a classification included in the bargaining unit, they will have the right to displace the most junior employee then employed in their classification.

13.05 The parties to this Agreement agree that if and when the physical operations of the Prince Road Unit and Riverview Unit fully or partially merge, this Agreement may be re-opened by either party upon written notice to the other for the purpose of negotiating any questions or disputes which arise as a result of such merger concerning the seniority of an employee or the seniority of a group of employees.

13.06 Seniority List

A seniority list shall be submitted to the *Chief Steward* and posted on the bulletin boards in the months of May and November in each year. The seniority list shall show each employee's current date of hire in a classification within the bargaining unit, as well as the date on which they commenced employment in their present employment classification group.

ARTICLE 14 - JOB POSTING

14.01 When vacancies occur, or new jobs are created within the employment classifications referred to in this Agreement, they shall be handled in the following manner:

(a) The Hospital shall post all *regular full-time and part-time* vacancies and new jobs created on bulletin boards where all employees may see them, for a period of five (5) working days. Employees shall have the **right to** make application to fill such vacancies or new jobs and the applicants who have the required qualifications to perform the duties of the job will be awarded the position. If the candidates qualifications are equal, the vacancy or new job will be filled on the

basis of Hospital seniority. If the Hospital declares a vacant position redundant or intends to delay the filling of the position, the Union Secretary will be notified in writing. Job postings shall contain the following: Nature of position, qualifications, and a brief outline of duties including if shift work is required. Once the applicant has accepted the position, they will not be entitled to apply to subsequent job postings for a period of six (6) months from the end of their probationary period. Subsequent vacancies created by the filling of a posted vacancy will be posted for a period of two (2) working days and employees or unsuccessful candidates to the posting will have the right to make application to fill the subsequent vacancy(ies).

Employees meeting the criteria mentioned above will be awarded the position.

(b) If no applications to fill such vacancies or new jobs, are received from employees within the bargaining unit, or if the applicant or applicants do not, in the opinion of the Hospital, have the required qualifications to perform the duties of the job, then the Hospital will fill such vacancy or new job, in any manner it sees fit.

**14.02** If an employee at their request transfers to a higher or lower employee wage classification, they shall for wage purposes, be considered as a new employee in that classification and shall commence their new duties with a salary at a level in the salary grid for the new classification which will not result in a loss of pay. If an employee at the request of management transfers to a higher or lower employee wage classification they shall be paid the rate in the new classification applicable to their length of service with the Hospital.

**14.03** At the request of an employee, the Hospital agrees to give to an unsuccessful applicant for a new job or vacancy who has more seniority than the successful applicant, its written reasons for such employee failing to qualify for such job or vacancy.

**14.04** Working days when referred to in this Article, shall exclude Saturday, Sunday and statutory or recognized paid holidays.

**14.05** The successful applicant shall be given an orientation

period of ten (10) working days followed by a further probationary period of forty-five (45) working days. The Employer shall not curtail the probationary period without just cause before it has run its full course. Conditional upon satisfactory service, the employee shall be declared permanent after the period of fifty-five (55) working days. In the event that the successful applicant proves unsatisfactory in the position during the probationary period, or if the employee is unable to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

It is mutually agreed that within thirty (30) working days of such probationary period, an evaluation will be made of the transferred employee so that the Hospital can assess the employee's performance in the new position. The employee shall be made aware of any deficiencies at which point the employee may exercise their right to return to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.06 Temporary Vacancies

Temporary full-time vacancies shall be offered to part-time employees in the classification within the department in which the temporary vacancy occurs in order of seniority on a rotational basis, failing which the following shall apply:

- (i) if the temporary full-time vacancy is expected to exceed three (3) months, the vacancy shall be posted for a period of five (5) working days and available only to part-time employees who have the required qualifications to perform the duties. If the candidate's qualifications are equal, the vacancy shall be filled on the basis of Hospital seniority. Once a part-time employee has accepted an assignment under this provision, they will not be entitled

to apply to subsequent posted temporary vacancies until the term of this temporary assignment has been completed.

- (ii) If the temporary full-time vacancy is not expected to exceed three (3) months, the Hospital may fill such vacancy in the manner it sees fit.

**ARTICLE 15 - LAY-OFFS AND RECALLS**

15.01 When it becomes necessary to increase or reduce the working relatively equal, the employee with the greater seniority determined in accordance with Para. 13.01 hereof, will be given preference.

15.02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment subject, however, to the requirement that **the** employee entitled to recall has the qualifications required to perform the work.

15.03 Notice of Lay-Off

As far as reasonably practicable, ten (10) working days' notice of lay-off shall be given to employees subject however, to the statutory provisions of The Employment Standards Act of the Province of Ontario, which specifies the minimum notice to be given under certain circumstances.

15.04 Recognition of Union Officers

In order that the operations of the Union will not become disorganized when lay-offs are being made, members of the Local Executive Board and Representatives shall be the last persons laid off during their term of office, so long as work which they are qualified to perform at their own or at a lower wage level, is available.

15.05 (a) Continuance of Benefits

The Hospital agrees to pay the full regular Benefit contribution for employees laid off for the balance of the month in which such lay-off occurs and for the following month.

- (b) When an employee is on lay-off, they will be allowed to make

arrangements through the Hospital's Employee Benefit Office so that they will be able to maintain payment of the full premium cost of the benefit plans for which they are eligible for an additional period of *twelve* (12) months.

**ARTICLE 16 - HOURS OF WORK AND SHIFT WORK**

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

16.02 Normal Hours

The normal average of weekly hours of work shall be Thirty-seven and one-half (37-1/2) and shall be worked in accordance with shift schedules as determined by the Hospital. The normal working hours per shift shall be Seven and one-half (7-1/2), exclusive of a thirty (30) minute lunch period.

16.03 Rest Period

There shall be a fifteen (15) minute rest period during each half of a full shift worked, at a time designated by the Hospital. An occasional loss of an employee's rest period due to an emergency shall not entitle the employee to financial reimbursement or equivalent time off.

16.04 Meal Voucher

An employee required to work two (2) hours or more overtime in any day in addition to the employees' regular eight hour shift (inclusive of one-half [1/2] hour unpaid lunch period) shall be supplied with a voucher entitling the employee to a free meal in the Hospital dining room or a cash allowance in lieu thereof if the dining room is closed to a maximum of \$4.00.

16.05 No Time Off to Equalize Overtime

It is understood that employees shall not be required to take time off in regular hours to equalize any authorized overtime worked.

16.06 Working Schedule

(a) The hours and days of work of each employee required to work shifts or intermittent hours shall be posted in an appropriate place

at least four (4) weeks in advance. Insofar as it is possible and practical to do so, the Hospital agrees to set forth the working schedule, hereinafter referred to as the "work schedule". There shall be no change to the full-time schedule after being posted unless by mutual agreement of the Hospital and the employee or employees affected by such change except in the event of an emergency or for reasons beyond the control of the Hospital. Part-time employees may be rescheduled provided forty-eight (48) hours notice is given to the employee prior to the start of the scheduled shift. The Hospital agrees that it will not schedule employees to work more than six (6) consecutive days, and when six (6) consecutive days are scheduled for an employee, he will be given at least two (2) consecutive days off.

(b) Failure to provide at least sixteen (16) hours rest between scheduled shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest period.

16.07 Minimum Hours

An employee reporting for work on **his** regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

16.08 A shift premium of forty-five (45¢) cents per hour shall apply to all hours on all shifts in which any hours are worked between 6:00 p.m. and 6:00 a.m. and *effective September 24, 1992 (ratification) the shift premium shall be increased by fifty-five (55¢) cents per hour.*

16.09 Responsibility Allowance and Temporary Assignment

(a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, the employee shall be paid at the starting rate for such higher classification or at a level in the salary grid for that classification which will result in that employee receiving a higher rate of pay from the commencement of the shift on which the employee was assigned the job.

(b) Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the

employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

16.10 Weekends Off

The Hospital guarantees that *full-time* employees in the bargaining unit will receive every third weekend off and the Hospital further agrees to endeavour to schedule work so that employees in the bargaining unit will receive every second weekend off with no guarantee. This does not apply to staff engaged to work weekends, recognized holidays and other days on an on-call basis. The Hospital will offer such employees one (1) weekend off in six (6).

16.11 Part-Time Employees

*Part-time employees are defined as employees who regularly work less than thirty-seven and one-half (37-1/2) hours per week but not less than fifteen (15) hours per Week, averaged over a bi-weekly pay period.*

**ARTICLE 17 - OVERTIME**

17.01 Any authorized time worked by an employee in addition to working seventy-five (75) hours in any one pay period, or eight (8) hours in any one day (inclusive of thirty [30] minute unpaid lunch period) shall be paid for at time and one-half the employee's basic straight time hourly rate of pay.

17.02 Sharing of Overtime

Insofar as it is practicable to do so, overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

**ARTICLE 18 - HOLIDAYS**

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

New Year's Day	Christmas Day
Dominion Day	Victoria Day
Thanksgiving Day	Labour Day
Good Friday	, Remembrance Day
Civic Holiday	Boxing Day
One (1) Float Holiday (per each calendar year)	



The Hospital will recognize as a paid holiday, in addition to those days listed above, the second Monday in February, or if an additional Statutory Holiday is proclaimed, such proclaimed day will be substituted in lieu thereof, the intent being to recognize twelve (12) paid holidays.

18.02 If any employee is scheduled to work on a paid holiday and actually works, they shall be paid at **the** rate of time and one-half for work performed on such holiday in addition to such employee's regular pay.

18.03 Holiday Observed While on Vacation

If a holiday(s) occurs during an employee's vacation, the employee will *then carry forward one (1) day(s) of vacation which can be added to the vacation period in which the holiday occurred or to another vacation period, but which cannot be added to a weekend off or a day off.*

18.04 Holidays Falling on Weekend

When any of the above noted holidays fall on a Saturday or Sunday but are proclaimed as being observed on some other day, that proclaimed day shall be deemed to be a holiday for the purposes of this agreement instead of the day upon which the holiday actually falls.

18.05 ~~Christmas or New Year's Day Off~~

All employees shall be entitled to take either Christmas Day 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.

18.06 When an employee is absent from work due to illness or injury, so long as that employee is entitled to payment of sick leave pursuant to Article 20 of this agreement, the employee will be eligible for holiday pay with respect to any recognized holiday or holidays occurring during that period.

18.07 Part-Time Employees

Part-time employees as defined in Article 16.11 shall receive the same proportion of paid holidays as their total time worked bears to full-time employment, using as a basis for calculation the entitlement of full-time employees.

ARTICLE 19 - VACATIONS

19.01 Calculating Vacations

For the purpose of calculating vacations, eligibility and entitlement, the employees of the Hospital whose last day of hire was prior to January 1, 1977 will have their vacation entitlement determined on the basis of length of continuous service on the employee's anniversary date of employment and for those employees in this article, entitlement date shall mean the employee's anniversary date of employment. All employees of the Hospital in the bargaining unit hired on and after January 1st, 1977 will have their vacation eligibility and entitlement determined as of April 30th in each year and for those employees "entitlement date" shall mean April 30th in each year following their date of employment. Provided however, that if an employee's anniversary date of employment falls between May 1st and September 30th, for the purpose of determining length of vacation, the Hospital will consider the anniversary date to have occurred on April 30th of that year.

19.02 Vacation Entitlement for Less Than One Year's Seniority

An employee who has completed less than one (1) year of continuous service with the Hospital but more than three (3) months, as of the employee's entitlement date, shall receive vacation with pro rate pay on the basis of one (1) day's pay for each completed month of employment but, in any event, such vacation pay shall not be in excess of the equivalent of two (2) weeks' pay.

19.03 Vacation Entitlement for More Than One Year's Seniority

The length of an employee's vacation entitlement shall be determined as of the employee's entitlement date (determined in accordance with Article 19.01) on the following basis:

On completion of one (1) year's continuous service, two (2) weeks vacation with pay.

On completion of three (3) years continuous service, three (3) weeks vacation with pay.

On completion of eight (8) years continuous service, four (4) weeks vacation with pay.

On completion of sixteen (16) years continuous service, five (5) weeks vacation with pay.

Following ratification (September 24, 1992), effective upon the next calculation under Article 19.01, an employee's vacation entitlement shall be determined as of the employee's entitlement date on the following basis:

On completion of one (1) year's continuous service two (2) weeks vacation with pay.

On completion of two (2) years continuous service three (3) weeks vacation with pay.

On completion of five (5) years continuous service four (4) weeks vacation with pay.

On completion of fifteen (15) years continuous service five (5) weeks vacation with pay.

On completion of twenty-five (25) years continuous service six (6) weeks vacation with pay.

19.04 Only two (2) Ward Clerks/Nursing Unit Clerks from the Prince Road Unit and only one (1) Ward Clerk/Nursing Unit Clerk from the Riverview Unit will be scheduled off at any one time unless Management at its sole discretion elects to allow more than the above number off at any one time.

19.05 Insofar as it is practical to do so having regard to the necessity of maintaining the efficient operation of the Hospital, employees shall be granted vacation periods requested in accordance with their seniority.

19.06 If an employee is absent because of an injury for which they are receiving Worker's Compensation, vacation credits shall continue to accrue for the month during which the accident occurred and for the month following.

19.07 Part-Time Employees

Part-time employees as defined in Article 16.11 shall

receive the same proportion of vacation privileges as their total time worked bears to full-time employment, using as a basis for calculation the entitlement of full-time employees.

**ARTICLE 20 - SICK LEAVE**

The Union acknowledges that employees have a responsibility to be at work at all scheduled times. At the same time, the Hospital recognizes that unavoidable absences due to illness or injury may occur and therefore a degree of income protection is set out in the provisions of this Article.

20.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled due to illness or injury not compensable under the Worker's Compensation Act or because of being quarantined on the order of the Medical Officer of Health.

20.02 At the commencement of the seventh month of continuous employment an employee within the Bargaining Unit shall be entitled to **six (6) days' sick** leave with pay. Thereafter such employee shall be entitled to one (1,) day's sick leave with pay for each additional month of continuous employment and one and one-half (1-1/2) days' sick leave for each additional month of employment when an employee has completed one year of continuous service.

20.03 The unused portion of an employee's sick leave entitlement including the accumulated sick leave credits due the employee prior to the execution of this agreement, shall accumulate to a maximum of *Two Hundred (200) days*.

20.04 In the event of illness, sick leave credits accumulated after September 1st, 1974 shall be used before any sick leave credit accumulated prior to that date is charged.

20.05 On termination of employment, employees shall be paid a cash settlement for the unused portion of accumulated sick leave credit and the cash settlement shall be calculated as follows:

The portion of sick leave credits accumulated from and after September 1st, **1974** in accordance with the formula

set out hereunder:

Two years' continuous service	- 25%
Three years' continuous service	- 33%
Four years' continuous service	- 40%
Five years' continuous service	- 50%

plus

One Hundred Per Cent (100%) of all unused sick leave credits accumulated prior to September 1st, 1974.

Provided however, that the total cash settlement paid on termination of employment shall in no case exceed the equivalent of seventy (70) days' pay.

20.06 On termination of employment, employees shall be paid a cash settlement for the unused portion of accumulated sick leave credit as provided above except in the following cases:

(a) If the employee is discharged by the Hospital for just cause and such employee has not been reinstated through the grievance procedure, or

(b) If the employee leaves the employ of the Hospital without, giving two (2) weeks' notice in writing, or

(c) If an employee has not completed two (2) continuous years of employment with the Hospital.

20.07 A medical certificate must be provided by an employee for absence due to sickness or accident of three (3) or more working days. Further medical certificates must be provided if the employee does not return to work on the date of return stated on the last certificate provided to the Employer, or every two (2) weeks if no date of return is stated on the last certificate provided to the Employer. The Employer reserves the right to require a medical certificate for any absence due to sickness or accident of less than three (3) working days from an employee who has been absent four (4) or more separate occasions **due** to sickness or accident during a 12-month period.

20.08 Absence due to illness or injury, compensable by the Worker's Compensation Board, shall not be charged against sick leave credits or entitlements.

20.09 Upon reasonable notice to the Department Head, an employee

will be permitted time off scheduled work for medical appointments and such time off shall be charged to the employee's sick leave credits.

20.10 Sick Leave Credits During Leave of Absence

When an employee is given leave of absence without pay for any reason (except for Union business) or it laid off on account of lack of work and returns to work upon expiration of such leave of absence, sick leave credits shall not accrue to the employee but they shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

20.11 Leave of Absence Without Pay Due to Illness

Leave of absence without pay may, at the discretion of the Hospital, be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Such leave of absence must be applied for in writing to the employee's Department Head.

20.12 Sick Leave Records

A record of all unused sick leave will be kept by the Hospital. All employees are to be advised once a year by March 31st, of the amount of sick leave accrued to their credits as of the previous year end.

20.13 Payment to Estate Beneficiary

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 to such employee as provided for in Article 20.05 herein provided such employee at the date of death had not less than two (2) years seniority with the Hospital.

20.14 An employee whose employment has been terminated and who has received payment for their accumulated sick leave shall not, upon any subsequent termination be entitled to receive a similar percentage on the basis of their service upon a second or subsequent termination of employment.

20.15 Part-Time Employees

Part-time employees as defined in Article 16.11 shall receive the same proportion of sick leave as their total time worked bears to full-time employment, using as a basis for calculation the entitlement of full-time employees.

20.16 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 It is mutually agreed that the Hospital may grant leave of absence without **pay** for legitimate personal reasons to employees with one or more years of continuous service with the Hospital, and shall grant leave of absence without pay for Union business, as hereinafter mentioned, to employees with one or more years of continuous service with the Hospital.

21.02 For Union Business

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on negotiations with the Hospital, or to investigate or deal with a grievance.

21.03 For Personal Reasons

The Hospital may grant leave of absence for personal

reasons. Such leave of absence shall be applied for in writing by the employee to the Department Head at least four (4) weeks prior to the contemplated commencement of the leave of absence except in cases of emergency for which notification in writing shall be as far in advance as possible. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from their work. It is understood that while an employee is on leave of absence, they shall not engage in gainful employment and that if they do engage in such gainful employment they shall forfeit all seniority rights under this Agreement. Leave of absence for personal reasons shall not exceed a period of three (3) months.

21.04 (a) Leave of absence for Union business shall be applied for in writing by the employee to their Department Head at least two (2) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time they shall be away from their work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, education programs or special executive board meetings. An employee shall be allowed to make applications for leave of absence for Union Business only twice in any calendar year and the total of such leave of absence shall not be for longer than a two (2) week period. Not more than four (4) employees including the President shall be eligible for leave of absence for Union business at one time provided however that not more than one (1) employee shall be from the same Department. The President will be allowed to be absent for Union business up to twenty (20) days in each calendar year, provided however, that if the Hospital and the Union are taking part in central negotiations with other hospitals and a member of the Union is appointed as a member of the Central Negotiating Committee, the Hospital will permit a leave of absence for a reasonable period or periods for such employee for that purpose.

(b) When employees are absent from work to attend Union conventions or seminars, the Hospital will continue to pay such employee their regular wages and the Union will reimburse the Hospital



for all wages and benefits paid (U.I.C., C.P.P., H.O.O.P.P. and income tax).

21.05 Leave for Union and Public Duties

Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority by the Hospital for a period up to one (1) year. Such leave shall be renewed each year, on request, during **his** term of office.

21.06 Bereavement Leave

The Hospital will reimburse an employee for lost wages while absent because of the death of any member of their immediate family, namely: wife, husband, child, father, father-in-law, mother, mother-in-law, sister, brother, step-mother, step-father or legal guardian, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchild. Such reimbursement is based on the principle that no employee is to suffer loss of wages for their scheduled work days lost up to a maximum of three (3) working days between death and burial. *The Hospital may request substantiation of bereavement leave requests from the employee concerned.*

21.07 Leave of Absence - Vacation Credits

Vacation credits will not accrue during leave of absence without pay, except for leave of absence on Union business for one month or less.

21.08 An employee who does not return to work on the first working day after the expiration of their leave will be considered to have quit unless a justifiable reason has been submitted to the Hospital.

21.09 (a) Pregnancy Leave

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

*The employee shall give written notice at least two (2)*

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

An employee may begin her pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. The pregnancy leave continues for seventeen (77) weeks after it began. The employee may **end** the leave by giving at least four (4) weeks written notice of the **day** she intends to return.

(b) An employee on pregnancy leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a Supplemental Unemployment Benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, **and** receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked, prior to the commencement of the leave, times her normal weekly hours.

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

(c) Parental/Adoption Leave

An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent

through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own.

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

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

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

(d) An employee on adoption leave as provided under this Agreement who is in receipt of Unemployment Insurance Adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, shall be paid a Supplemental Unemployment Benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of their regular weekly earnings and the sum of their weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance Adoption 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

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

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

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

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

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

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

21.10 Jury Duty

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

**ARTICLE 22 - BENEFITS**

22.01 Full-time employees shall be entitled to the following Benefit Plans:

(a) The Hospital will assume the responsibility of paying one hundred per cent (100%) of the cost of semi-private hospitalization (single or family plan, whichever is applicable) for all employees who enrol with the Hospital's group.

(b) The Hospital will assume the responsibility of paying one hundred per cent (100%) of the premium cost of The Hospitals of Ontario Group Life Insurance Plan for eligible employees who are employed in both the Prince Road and Riverview units. It is understood and agreed that unless an employee elects coverage for a smaller amount, insurance coverage shall be two times an employee's annual salary, calculated to the nearest \$500.00.

(c) The Hospital will provide employees in the bargaining unit with a \$1.00 co-pay drug prescription plan and will pay one hundred per cent (100%) of the premium cost for same. The Green Shield Drug Prescription Plan will include mandatory drug selection.

(d) The Hospital agrees to provide coverage for all eligible employees in the bargaining unit under Green Shield Plan 66 (or equivalent) with the Hospital contributing seventy-five per cent (75%) of the billed premiums. The Hospital further agrees to accept its share of the billed premium, based upon the current O.D.A. Tariff of fees in effect from time to time.

(e) The Hospital will provide The Green Shield Vision Care Plan with the benefit of ninety dollars (\$90.00) every twenty-four (24) months. The Hospital will pay one hundred per cent (100%) of the premium charged thereof.

(f) The Hospital will provide the Green Shield Audio Plan and the Hospital will pay one hundred per cent (100%) of the premium charged thereof.

(g) Employees shall participate in The Hospitals of Ontario Pension Plan, administered by the Ontario Hospital Association, and that the employer will pay the employee's share of contributions payable thereunder, and will deduct from eligible employees' wages the required portion of his or her earnings and remit same to the said Plan. It is agreed that enrollment in such Plan will be in accordance with the requirements of such Plan.

22.02 Part-time Employees

Part-time employees as defined in Article 16.11 who work fifteen (15) hours per week or more may participate in the Hospitals of Ontario Pension Plan but not the Group Life Insurance Plan and otherwise part-time employees receive the same proportion of benefits as their total time worked bears to full-time employment using as a basis for calculation the entitlement of full-time employees.

22.03 Substitution of Carrier

The parties agree that the Hospital shall have the right, during the term of this agreement, to substitute a different carrier for either the Life Insurance Plan, Drug Prescription Plan or Dental Plan, provided that:

1. The substituted plan shall not result in a decrease in any benefit provided by the existing plan, and
2. Sixty (60) days notice will be given to the Union of the Hospital's intention to substitute a different carrier, and
3. Full details of the plan being substituted will be provided to the Union and four (4) representatives of the Hospital will meet with the Union, if requested, to review and discuss any problems involved in such substitution.

The Hospital agrees to continue to pay said premiums on behalf of employees who are absent because of illness or injury for the balance of the month in which said illness or injury occurs and for the next two (2) months immediately following.

**ARTICLE 23 - WAGE SCHEDULE**

23.01 Wages

(a) Attached hereto and forming part of this Agreement is Schedule "A" showing the classifications and wage rates for employees covered by this Agreement.

(b) Employees shall be paid bi-weekly on every second Thursday and pay cheques will be distributed from and after 2:00 p.m. on those days; employees shall be provided with an itemized statement of their wages and deductions.

(c) Pay cheques for employees working on the afternoon and night shifts shall be made available to them after 2:00 p.m. on the day before their regular pay day.

(d) Employees may, upon giving notice to their Department Head at least by the 20th of the month preceding, receive their vacation pay prior to taking their annual vacation.

(e) The **wage rates set** out in Schedule "A" shall be paid with full retroactivity to and including September 29, 1991 for paid hours since that date for all employees on the payroll of the Hospital on or after September 29, 1991.

(f) Where provincial certification is required by the Employer to be eligible for or to retain a position/classification, there shall be a twenty-five cent (25¢) per hour premium paid to employees in said position/classification.

23.02 Part-time Employees

Part-time employees as defined in Article 16.11 receive the same proportion of wages as their total time worked bears to full-time

employment, using as a basis for calculation the entitlement of full-time employees.

**ARTICLE 24 - HEALTH AND SAFETY**

**24.01 Modified Work Program**

The Hospital and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Consequently, the following Modified Work Program will apply:

- (1) Once a claim is established with, and approved by the Workers' Compensation Board (W.C.B.), it will be monitored by **the** Hospital.
- (2) Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demand Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) and the Local Union Health and Safety Representative along with a request to consider the worker as a candidate for modified work.
- (3) Upon a positive reply from **the** treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker, the Local Union Health and Safety Representative or designate and **the** W.C.B. case worker if necessary. The MWP will indicate **the** applicable restrictions and the expected Length of rehabilitation.
- (4) If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker. This decision will be made by the Hospital in conjunction with the worker, the local Union Health and Safety Representative or designate and the W.C.B. case worker if necessary.
- (5) It is understood that the Union Health and Safety Representative or designate will accompany the worker to any meetings.



- (6) The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
- (7) The injured worker will receive full wages and benefits while on the Program.
- (8) Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

#### ARTICLE 25 - GENERAL

##### 25.01 Technological Change

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

The Hospital 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 effect, if any, upon employees concerned.

Employees with one or more years of continuous service who are subject to lay-off 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.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume responsibility for developing a training program and, if required, will pay the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any

such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

25.02 It is mutually agreed between the Hospital and the Union that the expense of printing the Collective Agreement in booklet form in numbers sufficient for both the Hospital and the Union shall be shared equally by both parties.

25.03 Meanings

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

25.04 No Written or Verbal Agreement of Employees

No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

25.05 Contracting Out

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

25.06 Union/Management Committee

There shall be a Union/Management Committee of not more than four (4) members from the Local Executive, one of who may be the National Representative of the Union, and not more than four (4) members of the Hospital which shall meet every two (2) months unless otherwise agreed.

The Committee shall establish its own Rules of Procedure except as provided herein. Agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. The purpose of the Committee shall be promoting and providing effective and meaningful communication of information and ideas and making recommendations on matters of mutual concern.

The Committee shall not deal with any matter that is or properly should be the subject of a grievance or arbitration. The Committee has no power to amend the terms and conditions of this Collective Agreement.

Members of the Executive Committee shall not lose pay, benefits or seniority for hours scheduled but not worked as a result of attending the meeting.

**ARTICLE 26 - JOB CLASSIFICATION**

26.01 Job Descriptions

The Employer agrees to furnish the Union with copies of job descriptions for all positions upon request.

26.02 New Classifications

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fourteen (14) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.



If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the agreement within fourteen (14) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

**ARTICLE 27 - TERM OF AGREEMENT**

**27.01 Termination of Agreement**

Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 29th day of September, 1991, and remain in force until the 31st day of March, 1994, and thereafter it shall be automatically renewed each year for one (1) year only without change unless in any year either party gives notice in writing to the other "party of its desire to revise or amend this Agreement, such notice to be given not earlier than sixty (60) days, and not later than thirty (30) days prior to the annual expiration date. If such notice is given, negotiations between the parties shall begin within ten (10) days following such notice. If, pursuant to such negotiations, an agreement or the revision or amendment is not reached prior to the current expiration date, this Agreement shall remain in full force and effect after such expiration date in accordance with the provisions of The Labour Relations Act.

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

WINDSOR WESTERN HOSPITAL  
CENTRE INC.

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1681

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SCHEDULE "A" - WAGE RATES

CUPE LOCAL 1681 (CLERICAL UNIT)

CLASSIFICATION GROUP	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
<u>GROUP 1</u>					
Payroll Clerk	Sep. 29/91	\$13.74	\$14.04	\$14.32	\$14.62
Accredited Records Technician	P.E. Jan. 1/92	13.84	14.14	14.42	14.72
Bookkeeper					
Medical Dicta- typist	P.E. Apr. 1/92	13.98	14.28	14.57	14.87
Printer	Sep. 29/92	14.12	14.42	14.72	15.02
	P.E. Jan. 1/93	14.18	14.48	14.78	15.08
	Apr. 1/93	14.46	14.77	15.08	15.38
<u>GROUP 2</u>					
Medical Typist	Sep. 29/91	13.22	13.51	13.78	14.07
Admitting-Clerk					
Secretary	P.E. Jan. 1/92	13.33	13.62	13.89	14.18
	P.E. Apr. 1/92	13.46	13.75	14.03	14.32
	Sep. 29/92	13.60	13.89	14.17	14.46
	P.E. Jan. 1/93	13.70	13.99	14.28	14.57
	Apr. 1/93	13.97	14.27	14.57	14.86
	P.E. Jan. 1/94	14.07	14.37	14.67	14.97
<u>GROUP 3</u>					
Clerk Typist	Sep. 29/91	13.09	13.36	13.65	13.92
Accounts Receivable Clerk	P.E. Jan. 1/92	13.21	13.48	13.77	14.04
Accounts Payable Clerk	P.E. Apr. 1/92	13.33	13.61	13.90	14.18
Accounting Clerk					
O.R. Booking Clerk	Sep. 29/92	13.46	13.75	14.04	14.32
Cashier					
Dark Room Assistant	P.E. Jan. 1/93	13.56	13.85	14.14	14.43
Data Entry Clerk	Apr. 1/93	13.83	14.13	14.42	14.72
Nursing Unit Clerk					
<u>Group 4</u>					
Ward Clerk	Sep. 29/91	12.72	13.00	13.26	13.54
General Office Clerk	P.E. Jan. 1/92	12.85	13.13	13.39	13.67
Switchboard Operator	P.E. Apr. 1/92	12.98	13.26	13.53	13.81
Receptionist					
	Sep. 29/92	13.11	13.39	13.67	13.95
	P.E. Jan. 1/93	13.24	13.52	13.80	14.08
	Apr. 1/93	13.51	13.79	14.08	14.36
	P.E. Jan. 1/94	13.62	13.91	14.20	14.49

Schedule "A" - Continued

Effective upon ratification (September 24, 1992), amend Schedule "A" to include a new classification "Nursing Unit Clerk" in Salary Group III which in addition to duties currently performed by the Ward Clerk will include responsibility for the completion of documentation for payroll purposes.

Furthermore:

- (1) Future job postings for this classification will require demonstrated knowledge in medical terminology, familiarity with computers and keyboarding skills at 40 words per minute.
- (2) All current Ward Clerks will be upgraded to the new classification on the understanding that when computer terminals are introduced on the Nursing Units, the employees will participate in training to acquire a keyboarding skill level of 40 words per minute.

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SCHEDULE "B"

Persons who are no longer on the payroll on the date of ratification of this agreement, but who are entitled to retroactive pay, will be notified of such entitlement by the Hospital by registered mail addressed to the employee's last address as shown on the Hospital's records. Such employees shall have thirty (30) days from the date of mailing of such registered letter within which to pick up their cheque for retroactive pay at the Hospital, failing which **the** Hospital shall be under no obligation to make such payment. If a registered letter sent for the above purpose is returned to the Hospital undelivered, the Hospital will immediately notify the Union so that the Union can take whatever steps it considers necessary or advisable to contact the employee concerned.