

R.P.N. Section

SOURCE	1052		
EFF.	93	04	01
TERM.	95	03	31
No. OF EMPLOYEES	140		
NOMBRE D'EMPLOYES	50		

THIS AGREEMENT made as of the 1st day of September, 1995

- B E T W E E N -

THE WOMEN'S CHRISTIAN ASSOCIATION OF LONDON

as the owner and operator of Parkwood Hospital
and McCormick Home, London, Ontario,

(hereinafter called the "Employer")

OF THE FIRST PART

- A N D -

LONDON AND DISTRICT SERVICE WORKERS' UNION

LOCAL 220, a voluntary union of employees
chartered by the Service Employees'
International Union and affiliated with the
A.F. of L. - C.I.O. - C.L.C., representing
certain employees of the Employer,

(hereinafter called the "Union")

OF THE SECOND PART

R.P.N. SECTION AT PARKWOOD HOSPITAL

Expiry Date March 31, 1995

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SCOPE OF AGREEMENT

The Employer recognizes the Union as the sole collective bargaining agent for all Registered Nursing Assistants of the Employer at Parkwood Hospital, London, Ontario, save and except exclusions as provided for by the Ontario Labour Relations Board certificate issued June 29th, 1972.

NOW **THEREFORE** THIS AGREEMENT WITNESSETH

ARTICLE 1 - DEFINITIONS

1.01 The Definitions of the terms set out below are applicable to the terms as contained in the Collective Agreement herein set out:

- a) Bargaining Unit - shall refer to the group of employees of the Employer ~~or~~ which the Union is certified as the Bargaining Agent by the Ontario Labour Relations Board.
- b) Hospital - shall refer to Parkwood Hospital, London, Ontario.
- c) Working Days - shall be calculated exclusive of Saturday, Sunday, and Paid Holidays as defined in Article 18 hereof, and exclusive of any regularly scheduled off duty days or vacation days of the employee concerned.

ARTICLE 2 - GENERAL PURPOSE

2:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the Bargaining Unit.

ARTICLE 3 - RECOGNITION

3:01 The Union is recognized as the sole collective bargaining agent for all employees in the Bargaining Unit and the Employer undertakes that it will not enter into any other agreement with the employees, either individually or collectively, which will conflict with any of the provisions of this Agreement.

3:02 The Employer agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Employer, or by any of its representatives, with respect to any employee because of his or her membership in the Union.

- 3:03 The Union agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Union or any of its members or representatives with respect to membership or non-membership of any employee in the Union.
- 3:04 The Employer and the Union hereby recognize, acknowledge, and agree that membership of any employee in the Union is at the sole discretion of the employee concerned.

ARTICLE 4 - UNION SECURITY

- 4:01 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 employees' pay, in accordance with the current practice, in each calendar month and the same shall be remitted by the Employer to the Secretary-Treasurer of the Union not later than the 20th of each month, but no later than the end of each month.
 - d) The Employer agrees when forwarding Union dues to submit a list indicating the names and classifications and change of address of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.
- 4:02 Regular monthly union dues referred to in this Article, shall mean the regular monthly union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.
- 4:03 The Union shall indemnify and save the Employer harmless with respect to all union dues so deducted and remitted.
- 4:04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the 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 Hospital as part of the orientation programme.

- 4:05 T-4 slips issued annually to employees shall show deductions made for union dues.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

ARTICLE 6 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS

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

- 6:01 Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Management agrees, whenever feasible, to inform the Union of changes in rules and regulations directly affecting employees' working conditions before notices are posted.

- 6:02 Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee within the Bargaining Unit has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.

- 6:03 To successfully operate the Hospital as a public institution intended to provide adequate Hospital and Clinical Services to patients in a manner consistent with the obligation of the Hospital to the general public in the area, which will not be interfered with by this Agreement.

- 6:04 All matters concerning the operation of the Hospital not specifically dealt with in this Agreement shall be reserved to management and shall be its exclusive responsibility.

ARTICLE 7 - REPRESENTATION

- 7:01 The Employer acknowledges the right of the Union to appoint or otherwise select the Union Committee of up to three (3) employees. The Employer will recognize

and deal with the Union Committee on any matter arising out of this Agreement, including the settlement of complaints and grievances, and will negotiate and deal with the Union Committee with respect to the negotiations for a renewal of any Collective Agreements. It is also agreed that separate meetings will be held for complaints or grievances and negotiations for a renewal of any Agreement.

- 7:02 The Employer acknowledges the right of the Union to appoint or otherwise select Stewards on the basis of one (1) Steward for each twenty-five (25) employees in the Bargaining Unit.
- 7:03 It shall be the duty of the Steward to assist employees in presenting their grievance to the designated representatives in accordance with the Grievance Procedure.
- 7:04 a) The Employer agrees to post on the bulletin board and forward to the Union at its London Office a list of all Department Heads showing the supervisors to whom each respective employee is directly responsible and to whom any grievance is to be submitted in Step One of the Grievance procedure.
- b) The Union agrees to notify the Employer, in writing promptly of the names of the authorized Stewards after their respective appointment and the respective dates of appointment and any changes in such appointments.
- 7:05 The Employer agrees that grievances may be processed during working hours and that employees and Stewards will be afforded a reasonable time from their duties to process grievances as herein provided; the Employer further agrees that the processing of grievances in the first two steps shall be arranged so far as reasonably possible between nine a.m. and five p.m.; the Employer reserves the right at any time to withdraw and terminate the permission to process grievances during working hours if at any time it shall in its sole discretion consider that this privilege is being abused or an unreasonable amount of time is being thereby consumed.
- 7:06 The Union acknowledges and agrees that the Steward shall be required to perform their regular duties on behalf of the Employer and that such Steward shall not perform any other duties or function as Stewards at the employees' work area or on the Employer's time except as herein specifically authorized.
- 7:07 A grievance of an employee respecting wages payable to him or her shall be deemed to have occurred or arisen at the time the employee in question received his or her pay for the period in which the grievance allegedly occurred.

- 7:08 The Union Committee and Employer shall meet at a time mutually agreed upon should either feel that there is business for their consideration. Such meetings will be arranged as promptly as possible upon request in writing by either Party.
- 7:09 a) Each member of the said Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to his attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted.
- b) A Steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purpose of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.
- 7:10 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation. The failure of the Employer to give the employee proper notice will not negate the disciplinary action taken by the Employer.
- 7:11 The Union will request time off for Union Committee members to attend grievance and arbitration hearings as far in advance as possible with a minimum advance notice of two (2) weeks, whenever possible. Upon receiving the request, the Hospital will make every reasonable effort to allow the Union Committee members to attend.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8:01 For 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 questions 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 Steward present with him when meeting with the immediate supervisor to attempt to adjust his complaint.

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

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to his immediate supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The immediate supervisor will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Department Head, or his designate, who will deliver a decision in writing within five (5) calendar days of his receipt of written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 3

Within five (5) calendar days following the decision under Step No. 2, the grievance must be submitted to the President, or his designate, to be discussed at a meeting between the President, or his designate, the said Steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance.

Either party may have assistance from outside the Hospital at this stage if desired. The President, or his designate, shall give his written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) working days after the reply in Step 3 is given.

- 8:04 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.
- 8:05 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Hospital to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9:01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.
- 9:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9:03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9:04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 9:05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.

9:06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

ARTICLE 10 - DISCHARGE GRIEVANCES

10.01 A grievance involving the discharge of an employee must be reduced to writing and originate under Step No. 2 within ten (10) calendar days of the employee being notified of his discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged in accordance with Article 12:01. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee.

ARTICLE 11 - POLICY GRIEVANCE

11:01 A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step No. 3 within ten (10) working days, it may be submitted to arbitration in accordance with Article 9:01. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint. This provision will be reasonably applied by the Union.

11:02 Group Grievance

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

ARTICLE 12 - PROBATIONARY EMPLOYEES

12:01 An employee will be considered on probation until after he has completed ~~sixty~~ (60) days of work in the full-time Bargaining Unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he was last hired by the Hospital.

During the first thirty (30) days worked during the probationary period an employee:

- a) shall receive a performance appraisal from his/ her immediate supervisor which shall, at the employee's request, be given to the employee in the presence of a Union Steward; and
- b) may be discharged at the sole discretion of, and for any reason satisfactory to the Hospital and neither the discharge nor the reasons therefore shall be subject to grievance and/or arbitration pursuant to the provisions of the Agreement.

During the period between the thirty-first(31st) and sixtieth (60th) days worked during the probationary period an employee:

- a) shall receive a further performance appraisal from his/her immediate supervisor which shall, at the employee's request, be given in the presence of a Union Steward; and
- b) may be discharged at the sole discretion of and for any reason satisfactory to the Hospital and neither the discharge nor the reasons therefore shall be subject to grievance and/or arbitration pursuant to the provisions of this Agreement, provided however that the employee shall have received a fair and proper assessment of his/her qualifications and suitability for permanent employment from the Hospital.

ARTICLE 13 - SENIORITY

13:01 "Seniority" at Parkwood shall be defined as the length of continuous employment. No division will occur if an employee transfers from Parkwood Hospital to McCormick Home or vice versa. Seniority will transfer with employees between locations.

- a) Conversion - full time and part time service who transfer to the RNA Bargaining Unit will be given credit for total service and seniority except for job postings within the RNA Collective Agreement and then only the RNA status seniority will apply - i.e. length of service in the RNA Bargaining Unit.

13:02 After completing the probationary period set forth in Article 12 hereof, an employee shall be deemed to have acquired seniority dating from the date the employee was last hired in the Bargaining Unit and will accumulate thereafter.

13:03 Employees will be regarded as probationary employees until they have acquired seniority as provided herein.

13:04 In all cases of promotion, demotion, transfer, layoff, reduction in hours and recall following layoff, seniority shall govern provided that the senior employee possesses the necessary qualifications and ability to perform the work available.

13:05 The Employer and the Union recognize that the ability and the efficiency of individual employees govern to a large extent the safety, comfort, and care of the patients/residents.

13:06 An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- a) has been laid off for the lesser of his length of seniority or twenty four **(24)** calendar months;
- b) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital, and failure to notify was not due to circumstances within the employee's control;
- c) fails to return to work upon the expiration of a leave of absence, for reasons beyond the employee's control, utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Hospital in writing;
- d) fails upon being notified of a recall to signify his intention to return within three **(3)** calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within seven **(7)** calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for failure to notify.

13:07 a) Layoff

- 1) For the purposes of layoff and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond sixty (60) calendar days (except

pregnancy leave) or illness in excess of sixteen (16) weeks, and period or periods of layoff.

- 2) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid Off.

Note: An identical paying classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

- 3) The Hospital/Home shall give each employee in the bargaining unit who has acquired seniority and who is laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule:
 - a) up to **two (2)** year's service - two **(2)** weeks notice;
 - b) two **(2)** years or more but less than five **(5)** years service - three **(3)** weeks notice;
 - c) five **(5)** years or more but less than ten (10) years service - four **(4)** weeks notice;
 - d) ten (10) years or more service - eight **(8)** weeks notice.

Service shall be calculated as stated above as of the date of the proposed layoff.

A copy of any such notice shall be delivered to the Union.

- 4) In all other cases of layoff, the Hospital/Home shall give each employee in the bargaining unit who has acquired seniority, two (2) 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 Hospital/Home.

- 5) Where a position or positions become available in a classification in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in 2) above, for a period of twenty-four (24) calendar months or less, in the order of their seniority, provided that he then has the ability to perform the work available.
- 6) No new employee shall be hired in the classifications in which a layoff **has** taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this Article, have been given the opportunity to return to work.

13:07 b) Recall

Any recall will be subject to written notice from the Employer to the last known address of the employee and if the laid off employee fails to report **to** work within seven (7) days after being notified by the Employer following a layoff, or fails to advise the Employer within five (5) days of his intention to report for work pursuant to notification, he will be deemed to have lost seniority unless that employee is unable to return to work immediately due **to** circumstances beyond his control and has submitted evidence satisfactory to the Employer regarding the inability of the employee **to** report as provided herein.

13:08 Seniority lists of employees as of January 1st, according to the records of the Hospital, will be posted on the official Union Bulletin Boards in the Hospital on or before February 1st of each year.

Seniority lists of employees as of July 1st, according to the records of the Hospital, will be posted on the official Union Bulletin Boards in the Hospital on or before August 1st of each year.

13:09 The Employer will forward two (2) copies of the seniority lists to the Union at its London Office.

13:10 In the event an employee may be permanently (as opposed to temporarily) transferred by the Employer from a part-time classification to a full-time classification, or vice versa, the established seniority of the employee will be appropriately converted to conform to the method of recording seniority for other employees in the group to which the employee is transferring but, in so doing,

the Probationary Period of the appropriate group of employees to which the transfer is made will apply.

- 13:11 Seniority, as converted, may be used for the purposes as contained in either the full-time or part-time Agreement, but not for purposes of service, earned leave, or benefits.
- 13:12 Seniority shall continue to accrue for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.C.B. Benefits.
- 13:13 No full-time employee within the bargaining unit shall be laid off by reason of ~~all of~~ his/her full-time duties being assigned to one or more part-time employees.
- 13:14 Severance/Early Retirement Option
The Union and Employer agree to discuss the bargaining unit employee population with respect to offering an early retirement option, with a view to minimizing potential adverse effects upon the bargaining unit of any future downsizing of staff at Parkwood Hospital/McCormick Home.

ARTICLE 14 - JOB POSTING

To ensure that employees are given the opportunity of applying for transfers or promotions resulting from any vacancy or new job created within the scope of the Bargaining Unit, the Employer agrees to comply with the following procedures:

- 14:01 The Employer shall post a notice of the vacancy or new job on the Bulletin Board for a period of five (5) days; excluding Saturday and Sunday.
- 14:02 The Employer may temporarily fill any vacancy or new job while observing the procedure herein set forth.
- 14:03 Employees shall have the right to apply for the vacancy or new job to the Human Resources Department of the Employer, in writing, during the five (5) day period set forth in Clause 14:01. The vacancy or new job shall be filled from any applications so received in the manner set forth in Clause 13:04, provided that the applicant(s) is/are qualified and capable of doing the work required. Such vacancies or new jobs shall be filled on the basis of seniority subject to the provisions of Article 13 and full-time employees shall be considered for such vacancies or new job.
- 14:04 Employees are eligible to apply to any job posting provided they have been in their current position for a period of one (1) year.

- 14:05 Subject to Article 14:08 of the part-time Collective Agreement, if no applications are received during the period specified herein regarding such vacancy or new job, then the Employer may fill the vacancy or new job in any manner it sees fit.
- 14:06 Any employee who applies for any such vacancy or new job in accordance with this Article, and who is not selected for same, shall be advised, on request to the Human Resources Department, of the successful applicant.
- 14:07 Copies of all job postings will be supplied to the Union Chairperson.
- 14:08 Full-time vacancies at one location (including Parkwood Hospital, Western Counties Wing and McCormick Home) will be posted at the other locations. The Employer will recognize Article 14:08 of the part-time Collective Agreement.

ARTICLE 15 - TEMPORARY TRANSFERS

- 15:01 An employee who is temporarily assigned by the Employer to a job classification where the wage rate is higher than that of the job classification to which the employee is regularly assigned shall receive the same step of the range as currently occupied in the job classification to which he is temporarily assigned for each hour worked and thereafter each fifteen (15) minute portion of an hour worked.

The Employer will not regularly assign employees to work in a higher paid classification for less than one hour with the intent of avoiding the payment of the rate in the higher classification.

15:02 Responsibility Allowance

When an employee relieves in a supervisory position for the majority of the seven and one half (7½) hour shift or more, which has been authorized by the Hospital, he shall be paid 10% in excess of his prevailing wage rate for all hours so worked in such supervisory position.

- 15:03 Part time staff will be allowed to bid on temporary assignments and will be allowed to return to previous assignment upon completion. The filling of such vacancies shall be at the sole discretion of the Hospital.

ARTICLE 16 - WORK OF THE BARGAINING UNIT

- 16:01 All persons excluded from the terms of this Agreement shall not normally be permitted to perform work on any job encompassed by the Bargaining Unit, except in the following situations.

- a) when regular Bargaining Unit employees are not available;
- b) in any emergency;

- c) in the interest of safety;
- d) in experimental work;
- e) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned;
- f) in cases mutually agreed upon by both parties.

Nevertheless, it is understood that supervisory and other non-Bargaining Unit employees may be required to perform work which may be the same as that performed by employees covered by the Collective Agreement, provided such work will be kept to a minimum and that Supervisors and non-Bargaining Unit employees will not perform work that would result in the displacement of an existing position within the Bargaining Unit, or the exclusion of Bargaining Unit employees from overtime work or from recall from layoff.

16:02 Contracting Out

The Hospital/Home shall not contract out work usually performed by members of the bargaining unit, if, as a result of such contracting out, a layoff of any employees other than casual part-time employees occurs. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Hospital's/Home's requirements for the contracting out of services.

16:03 An employee shall upon written request, made a reasonable time before the time of viewing, have an opportunity to view his personal file in the presence of the Director of Employee Benefits or his designate. The information the employee may review will be:

- i) application form;
- ii) written evaluations;
- iii) formal disciplinary notations;
- iv) incident reports put into the file after January 18th, 1982.

ARTICLE 17 - HOURS OF WORK

17:01 The normal hours of work shall average thirty seven and one half (37½) hours per week over the scheduling period, seven and one half (7½) hours daily, exclusive of unpaid meal period. This means that employees must report to their respective Supervisors in uniform, where applicable, ready for work at the designated hour and place and remain in uniform, where applicable, for the full shift.

17:02 All authorized time worked in excess of seven and one half (7½) hours a shift or in excess of the averaged hour over the scheduling period, shall be paid at the rate of one and one half (1½) times the employee's basic straight time hourly rate of pay. When a nurse is on duty and has authorization to attend any in-service program within the Hospital and during her regularly scheduled working hours,

she shall suffer no loss of regular pay. When a nurse is required by the Hospital to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

17:03 Employees required to perform such overtime work shall not be required to take time off during a normal working period in lieu of overtime work performed. Time ~~off~~ in lieu of overtime shall be by mutual agreement.

17:04 Work schedules shall be posted at least one (1) month in advance and will adhere to the following objectives:

- a) four **(4)** days off shall be scheduled in a two **(2)** week period;
- b) two **(2)** consecutive days off at a time shall be scheduled except by mutual consent between the parties in accordance with Article 1709;
- c) scheduling shall provide for not more than six **(6)** days between days off, except by mutual agreement or consent.
- d) the Employer shall provide at least forty-eight **(48)** hours notice of change of schedule to the employee concerned, resulting from sickness, emergency situations and in any event the Employer will endeavour to keep such changes to a minimum. If schedule changes are made without such notice, the first altered shift worked by an employee within the forty-eight **(48)** hour period shall be paid at the rate of one and one-half (1½) her regular rate of pay;
- e) requests by employees for changes in schedule must be submitted, in writing, and co-signed by an employee willing to exchange and approved by the Department Head, her designee, or other Hospital authority. It is understood that such changes shall not result in overtime payment;
- f) the Employer will endeavour to schedule one (1) weekend off in three **(3)** and will guarantee one (1) weekend off in four **(4)**;
- g) a period of no less than two **(2)** consecutive shifts off shall be scheduled between a change of shift and at least six **(6)** consecutive shifts (i.e. 2 days) shall be scheduled following scheduled night shifts;
- h) the foregoing provisions (17:04 [a] through [g] inclusive) shall be waived during the period from mid December to mid January (two **[2]** rotations, i.e. four **[4]** weeks) in order to facilitate scheduling of time off for Christmas Day and New Year's Day.

- 17:05 An employee will receive time and one half (1½) her regular straight time hourly rate for all hours worked on a fourth (4th) consecutive and subsequent weekend save and except where:
- a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - b) such employee has requested weekend work; or
 - c) such weekend is worked as the result of an exchange of shifts with another employee.
- 17:06 There shall be an interval of thirteen (13) hours unless altered by mutual consent, prior to commencement of the next shift or time and one half (1½) shall be paid for all authorized hours worked during such thirteen (13) hour period.
- 17:07 It is agreed that regular work schedules shall not include split shifts. In cases of emergencies when the employee is required to work a split shift, overtime rates shall be paid for those authorized hours worked after the end of the regularly scheduled shift.
- 17:08 The Hospital agrees to endeavour to distribute overtime equitably among regular employees within a unit who normally perform the work prior to going to other units or elsewhere to cover.
- 17:09 Notwithstanding the provisions of Article 17:04, employees of a unit may agree with the Employer to adopt a schedule of off duty day(s) or shift(s) that does not conform to Article 17:04. Any such change or resulting agreement must be supported by a Union supervised ballot, conducted on Hospital premises during the normal working hours of the unit to permit a majority of the employees in the unit to be available to cast ballots. The result of the vote will be decided by a simple majority of the ballots cast and only one such vote may be conducted during the term of this Agreement.
- 17:10 Regular, full-time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one half (7½) hour shift. Other employees (including employees who work shifts in excess of seven and one half (7.4) hours) shall be entitled to paid rest periods of fifteen (15) minutes for each four (4) hours of work during their shift.
- 17:11 Subject to Article 17:01, day(s) or shift(s) may be scheduled for periods of less than working hours of seven and one half (7½) hours but shall not be scheduled as regular day(s) or shift(s) of less than five (5) working hours.

- 17:12 The Employer may require all or any employees to rotate on all day, evening and night shift(s) but may also permit employees to work the same shift(s) where the employee is employed in a section, department, or in a job classification where employees are not required to rotate on all shifts.
- 17:13 There will be no pyramiding of overtime; once time worked is used for an overtime calculation it shall not be used on any other basis for calculation of overtime.
- 17:14 Nothing contained in the Agreement shall be construed as a guarantee by the Employer of hours of employment per day, per shift, or per week, nor as a guarantee of normal hours or any other hours.
- 17:15 Reportinn Pay
Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.
- 17:16 An employee called in to replace an absent employee, shall be paid for the full shift of the absent employee provided the employee is at his work station within one (1) hour of being called and provided that the employee was contacted within one (1) hour of the beginning of the shift.
- 17:17 A minimum of three (3) hours work will be provided or three (3) hours work will be paid.

ARTICLE 18 - PAID HOLIDAYS

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

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

- 18:02 Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the

Union so that the Hospital's obligation to provide for 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) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- d) vacation granted by the Hospital;
- e) the employee's regular scheduled day off.

18:05 An employee who qualifies under Article 18:04, and is required to work on any of the above named holidays will, at the option of the Employer, receive either:

- a) pay for all hours worked on such day at the rate of one and one-half (1½) times his regular straight time rate of pay in addition to this regular straight time rate of pay, or
- b) pay at the rate of time **and** one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday. Such lieu day **off** to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

18:06 An employee who is scheduled to work on a paid holiday:

- 1. and fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable;

2. and calls in sick, providing the employee qualifies for pay on the holiday under 18:04, will be paid at a rate of straight time for the holiday and will be entitled to a lieu day to be taken within either 30 days before or 30 days following the holiday. A doctor's certificate may be required. This provision to be reasonably administered;
3. and becomes ill part way through his/her scheduled shift on a holiday, will be paid at a rate of 1.5 times his regular rate of pay for hours worked and at a rate of straight time for the balance of the scheduled shift that the employee was sick. The employee will also be entitled to a lieu day to be taken within either 30 days before or 30 days following the holiday;
4. and calls in sick on his scheduled lieu day will not have his lieu day rescheduled.

18:07 If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

18:08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

ARTICLE 19 - SICK LEAVE

19:01 The Hospital will pay seventy five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the disability programme, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability programme, employees on the payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

19:02 Effective the first of the month following the transfer the existing sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

19:03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to:

- 1) Supplement payment for lost straight time wages on sick leave days under the new programme which would otherwise be at less than full wages or no wages and,
- 2) Where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out,
- 3) Where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of the 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.

19:04 An employee shall not be allowed sick leave pay for the first day of absence in the fifth and any subsequent periods of absence because of illness in any calendar year.

- a) Employees absent from work because of illness or injury shall notify the Hospital of the expected duration of their absence and their expected return to work date, when known. In the event the expected return to work date changes, the employee will notify the Hospital, when known.

19:05 To qualify for sick leave pay or allowance, an employee scheduled prior to 10:00 a.m. must give at least one (1) hours notice, and at least two (2) hours notice thereafter, prior to the commencement of the scheduled shift that he will not be reporting for duty for reason of illness, or shall give to the President or Designate, in writing, by request, a reason or explanation satisfactory to and accepted by the President or Designate of the Hospital/Home as satisfactory for the failure to give such minimum one (1) or two (2) hours notice.

19:06 If an employee is off less than 15 working days due to illness, injury or Workers' Compensation, 12 hours' notice of return to work is required or, in exceptional circumstances, can be mutually agreed upon. If an employee is off 15 working days or more due to illness, injury or Workers' Compensation, 24 hours' notice of return to work is required.

- 19:07 There shall be no monetary obligation or otherwise from the Hospital when an employee is being paid by the Workers' Compensation Board, except as herein provided.
- 19:08 Employees may claim for sick pay if W.C.B. eligibility is pending. The employee will reimburse the Employer the full amount of sick pay received, upon receipt of Workers' Compensation payment.
- 19:09 An employee who has been ill up to and including three (3) working days, must report to the Occupational Health Service Nurse or designate and the Nurse shall complete a Medical Information Slip which should be presented to the Supervisor upon return to work. If an employee is ill for more than five (5) days, they will require a Physician's Certificate of Illness to qualify for sick pay.

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. This certificate must be presented to the Occupational Health Services Nurse on return.

Notwithstanding the foregoing, the Hospital may require the employee to provide proof of disability, satisfactory to the Employer, at any time in order to qualify for benefits under HOODIP, not to be administered unreasonably. It is the responsibility of the employee to keep the Hospital informed of his/her status and regular contact must be maintained.

- 19:10 The Hospital reserves the right to obtain an opinion regarding an employee's ability or inability to work from a Specialist concerned and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. In the event of an employee refusing or failing to report for and submit to such examination without reasonable excuse, the employee's employment may be terminated forthwith. It is agreed that this opinion will be final, provided that within a period of not more than four (4) days following such examination the employee and/or the Union may make representation for the consideration of the Specialist concerned prior to the release of his opinion. It is also agreed that the report of the Specialist will be made available to the Union, on request, providing the "Specialist" agrees. The Employee Health Physician shall determine the appropriate specialty for which the Specialist shall be selected.
- 19:11 Doctor's Appointments - Employees will endeavour to schedule their Doctor's and Dentist's appointment outside working hours; however, if an employee is referred to a Specialist by a general practitioner or dentist the employee will be allowed reasonable time ~~off~~ with pay.

19:12 The Employer and the Union recognize the obligation of the Employer and the employees as legislated by the Public Hospital's Act (Reg. 729 Section 61-71). It is the Employer's responsibility to notify employees of their obligations under the legislation and it is the responsibility of the employees to comply with the requirements. In the event that an employee does not comply with the legislation within a reasonable time, and after reasonable notification, the employee may be subject to disciplinary action.

ARTICLE 20 - VACATIONS

20.01 Employees working for the Hospital in the twelve (12) month period preceding March 31st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous length of service:

- a) Employees who have completed less than one (1) year of continuous service as of March 31st shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding March 31st.
- b) Effective April 1, 1991, an employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of March 31st, of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- c) Effective April 1, 1991, an employee with more than five (5) years continuous service but less than fifteen (15) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- d) 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 March 31st of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- e) Effective April 1, 1991, an employee who has completed more than twenty five (25) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.

20:02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer provided, however, that if there is a

dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

- 20:03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods (except leaves for Union Business), which absence exceeds sixty (60) cumulative days during the period of qualifying the employees for vacation.
- 20:04 An employee who leaves the employ of the Employer for any reason, shall be paid the vacation allowance due to him at the time of his termination.
- 20:05 Vacations shall not be cumulative from year to year.
- 20:06 If the Employer, by request in writing delivered to the Payroll Officer in charge of payroll of the Hospital, at least fifteen (15) Payroll Department working days prior to the commencement of the employees vacation, the Hospital will pay the employee, prior to the employee preceding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employees vacation period.
- 20:07 Where an employee's scheduled vacation is interrupted due to a certified illness the period of such illness shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits. The employee will be responsible for notifying the Department Head of such illness prior to their start vacation date unless such notice is impossible to give.

ARTICLE 21 - LEAVE OF ABSENCE

- 21:01 All requests for Leaves of Absence must be presented in writing by the employee on forms supplied by the Employer and submitted to the designated Department Head for consideration. In the event any such Leave of Absence is not used for the purpose granted, the employee is subject to dismissal.
- 21:02 Bereavement Leave - In the case of death in the "immediate family" covered by this Agreement, such employee will be protected against a loss of regular pay for scheduled work up to a maximum of three (3) working days following but not including the date of death. The term "immediate family" means parent, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, and son-

in-law. It is understood that bereavement leave must be taken within five (5) days following date of death.

21:03 Personal Leave - The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital. Application for such leave shall be made in writing to the Hospital as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. **An** employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days.

21:04 Union Leave - Leave of absence for Union business shall be give without pay up to an aggregate maximum for all employees of sixty (60) days provided such leave does not interfere with the continuance of efficient operation of the Hospital. Such leave shall be subject to the following conditions:

- a) not more than three (3) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a department;
- b) no one such leave of absence shall extend beyond two weeks;
- c) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
- d) such request shall state the general nature of the function to be attended;
- e) the Employer agrees to pay the employee when away on Union leave and bill the Union for the employee's wages.
- f) An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority for up to two (2) years.

During such leaves of absence, salary and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the Hospital for such salary and the Hospital's contribution to said benefit. The employee agrees to notify the Hospital of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. An employee on leave of absence under this provision shall continue to accrue all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall apply only to one employee at a time, and that the Union shall provide adequate notice prior to an employee commencing a Union leave of absence.

21:05 Jury and Witness Duty - If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

21:06 Education Leave

- i) where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses
- ii) if required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

21:07 Effect of Leave of Absence - In the event of an employee's absence without pay from the Hospital exceeding ~~sixty~~ (60) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employees benefits in which the employee is participating. The employee may arrange with the Hospital to pre-pay to the Hospital the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employees' continued coverage.

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

Note: The Pregnancy and Parental Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

21:08 Notwithstanding anything else contained in this Agreement, the Hospital will continue the benefits as herein provided relating to sick leave, vacation and health and welfare program, while an employee is either;

- a) on sick leave, until the accumulated sick leave credits in the sick leave bank have been paid in full or for six months, whichever is greater;
- b) receiving Workers' Compensation Benefits for a period of six months. It is understood an employee must apply for O.H.I.P. temporary assistance and if not granted the Employer shall assume the responsibility of payment.

It is understood that the employee will pay the Hospital the employee's share of cost in accordance with the Collective Agreement.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

22:01 Pregnancy leave will be granted in accordance with the provision of the Employment Standards Act 1974, where amended in this provision.

22:02 The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- 22:03
- i) The employee shall give written notification one month prior to the commencement of leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.
 - ii) For legitimate medical reasons the employee may request, or the Hospital may require, the pregnancy leave to commence on a date earlier than originally requested. Under such circumstances the employee is entitled to sick benefits provided the illness is certified. The pregnancy leave of absence will then commence ten (10) weeks prior to the expected date of delivery. Sick benefits will cease then ten (10) weeks prior to the expected date of delivery. Likewise, following the conclusion of the pregnancy leave, the Hospital may require medical proof of fitness to resume employment. If for legitimate medical reasons, the employee is unable to

return to work as scheduled, the employee is entitled to sick benefits providing the illness is certified.

22:04 The employee has the right to extend the pregnancy leave to six (6) months in total. Written notice by the employee to extend the pregnancy leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

22:05 It is understood that during a pregnancy leave, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement including pension shall continue for seventeen (17) weeks.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits until the end of seventeen (17) weeks following the date on which the leave commenced. However, credit for seniority shall not be suspended but shall accumulate during such leave.

22:06 The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 22:03 or 22:04 above by written notification received by the Hospital at least two weeks in advance thereof.

The employee shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.

22:07 An employee on leave and who is in receipt of Unemployment Insurance Commission (U.I.C.) pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, shall be paid a Supplementary Unemployment Benefit (S.U.B.). The S.U.B. will be equivalent to the difference between seventy-five per cent (75%) of the employee's regular weekly earnings and the sum of her weekly U.I.C. benefits plus any other earnings. Payment of the S.U.B. will commence following receipt by the Employer of the employee's U.I.C. cheque stub as proof that she is in receipt of U.I.C. pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The regular weekly earnings of the employee shall be determined by multiplying her regular hourly wage rate in effect on her last day worked prior to the commencement of the leave, by her normal weekly paid hours of work. Payment of the S.U.B. is subject to approval of the S.U.B. Plan by Employment and Immigration Canada.

22:08 Parental Leave

- a) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. Such request for parental leave shall not be unreasonably withheld.

- b) It is understood that during a parental leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- c) This employee shall be reinstated to his former position if available, or given a comparable position at not less than his wage when he began his leave of absence.
- d) When persons are hired to replace employees who are on approved parental leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant

who has completed his probation period will be credited with the appropriate seniority.

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

- e) An employee on leave and who is in receipt of Unemployment Insurance Commission (U.I.C.) adoption benefits pursuant to Section 32 of the Unemployment Insurance Act, shall be paid a Supplementary Unemployment Benefit (S.U.B.). The S.U.B. will be equivalent to the difference between seventy-five percent (75%) of the regular weekly earnings of the employee and the sum of the weekly U.I.C. benefits plus any other earnings. Payment of the S.U.B. will commence following receipt by the Employer of the employee's U.I.C. cheque stub as proof that the employee is in receipt of U.I.C. adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The regular weekly earnings of the employee shall be determined by multiplying his/her regular hourly wage rate in effect on the last day worked prior to the commencement of the leave, by his/her normal weekly paid hours of work. Payment of the S.U.B. is subject to approval of the S.U.B. Plan by Employment and Immigration Canada.

ARTICLE 23 - UNIFORMS

- 23:01 The Employer will pay an annual allowance for uniforms to each Registered Nursing Assistant, whom it requires to wear a uniform, of seventy dollars (\$70.00) per year subject to the following conditions: Said allowance shall be payable only to such of the said employees who have been in the active, continuous employment of the Employer for a period of one (1) calendar year immediately prior to the 31st day of March in each year.
- 23:02 For any Registered Nursing Assistant required by the Employer to wear a uniform, who has not been in the active continuous employ of the Employer for the full period of one (1) calendar year immediately prior to the 31st day of March in any year, but who is so employed on the 31st day of March in any year, the Employer will pay one twelfth (1/12) of the annual allowance of seventy dollars (\$70.00) for each full calendar month of active continuous employment of the employee immediately prior to the said 31st day of March.

Three uniforms in good repair and properly marked with name tags will be laundered per week per employee without charge by the Employer.

ARTICLE 24 - SHIFT PREMIUM

- 24:01** Effective July 1, 1986, the Employer will pay a shift premium of forty two cents (42) per hour to those employees who work as scheduled or requested by the Employer whose shift commences or ends between 2200 hours and 0200 hours. Effective January 19, 1989, shift premium will be forty five cents (45)per hour.
- 24:02** Effective April 1, 1990, the Employer will pay a weekend premium of forty five cents (45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- 24:03** Premium payments under any of the terms of these agreements shall not be duplicated or pyramided for the same hours worked.

ARTICLE 25 - HEALTH AND WELFARE

- 25:01** The Employer will contribute one hundred percent (100%) of the monthly premium of the Ontario Health Insurance Plan (OHIP [standard ward coverage]) for each employee who is required to pay such premium by the regulations of the Plan and who is in receipt of wages or sick leave pay. The Employer shall be entitled to any premium which has been paid to OHIP in error.
- 25:02** SEMI-PRIVATE - Effective January 19, 1989 and subject to meeting appropriate enrolment requirements, the Hospital agrees to pay 100% of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Hospital eligible for coverage.
- 25:03** EXTENDED HEALTH CARE/DRUG PLAN - Effective January 19, 1989, the Employer will contribute 75% of the billed premium towards coverage of eligible participating employees under the existing Extended Health Care plan (BlueCross or equivalent) \$10/\$20 deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid (maximum \$400/person) and vision care (maximum \$100 every 18 months).

The limit on private duty nursing is ninety (90) lifetime shifts of seven and one half (7½) hours each.

- 25:04** Effective January 19, 1989, the Employer will contribute one hundred percent (100%) of the monthly premium of a Group Life Insurance Plan for each employee who is eligible and participates in the Plan. The Plan coverage is for twice the employee's annual salary.

25:05 Effective February 1st, 1982, the Employer shall contribute 50% of the billed premiums toward coverage of eligible participating employees under the Dental Plan (Blue Cross #9, current ODA Schedule, or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

Effective January 19, 1990, the Employer shall contribute seventy five percent (75%) of billed premiums toward coverage of eligible participating employees under the Dental Plan (Blue Cross #9, current ODA Schedule, or its equivalent) in the active employment of the Hospital and such employees shall pay the remaining premium through payroll deduction.

25:06 The Employer may at any time substitute another insurance carrier for any plan (other than OHIP) provided the benefits conferred, thereby, are not in total decreased. Before making a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specifications of the Benefit programmes contracted for and in effect for employees covered herein.

25:07 In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums up to thirty (30) calendar days ~~from~~ the date on which the layoff occurs. The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

ARTICLE 26 - BREAKAGE

26:01 Employees are not to be held liable for accidental breakage of dishes, thermometers and other equipment during the course of the employment, except that those who are habitual offenders in this respect may be charged a reasonable amount, as determined by the Employer, for breakage due to carelessness or negligence.

ARTICLE 27 - DRESSING ROOM AND LOCKER FACILITIES

27:01 Where possible, the Employer shall provide dressing rooms and locker facilities for the employees' convenience, but shall assume no liability for any loss or damage resulting from the use thereof.

ARTICLE 28 - BULLETIN BOARD

28:01 - The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 29 - ACCIDENT PREVENTION COMMITTEE

29:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

29:02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst Bargaining Unit employees.

29:03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

29:04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

29:05 Meetings shall be held every second month or more frequently at the call of the Chair if required. The committee shall maintain minutes of all meetings and make the same available for review.

29:06 Any representative appointed or selected in accordance with **29:02** hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for **such** representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

29:07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

29:08 Safety Shoes - Effective April 1, 1989, the Employer will provide a sixty dollar (\$60) per year allowance to each full-time employee who is required by the Employer to wear safety footwear during the course of his duties. Payment is to be made on **April 1** of each year.

ARTICLE 30 - CALL IN PAY

- 30:01 . An employee who is required to remain available for duty on standby outside the working hours for that particular employee shall receive standby pay in the amount of two dollars (\$2) per hour for all hours of standby. When an employee is called into work, the standby allowance per shift shall remain payable.
- 30:02 a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours pay at the rate of time and one half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one half after which they shall revert back to the regular shift,
- b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one half (2%) times his regular straight time hourly rate for all hours actually worked on such call back, or four (4) hours pay at time and one half (1%) straight time hourly rate subject to the other provisions set out above.
- 30:03 In lieu of call back pay, an employee may take equivalent time off, with pay, at a mutually agreeable time within 30 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 Article 30.

ARTICLE 31 - CLEARING OF EMPLOYEE FILE

- 31:01 Any letter of reprimand, suspension, or other sanction will be removed from the record of an employee, eighteen (18) months following the receipt of such letter, suspension, or other sanction, provided the employee's record has been discipline free in that period of time.

ARTICLE 32 - WAGE SCHEDULE

- 32:01** Attached hereto and forming part of this Agreement is Schedule "A" setting forth various job classifications, minimum and maximum rates of pay to be in effect during the period covered by this Agreement.
- 32:02** A job classification will not be changed for the purpose of avoiding payments of the minimum rate set out in the said Schedule "A".
- 32:03** The amount shown under the heading "Start", "1 Year", and "2 Year" in the said Schedule "A" sets forth the hourly wage payable to employees commencing work in the Bargaining Unit, the hourly wage payable after attaining one (1) year seniority in the Bargaining Unit, and the hourly wage payable after attaining two (2) years seniority in the Bargaining Unit, respectively.
- 32:04** The Employer agrees that wages shall be paid on a regular payday, being every second Thursday, but when interfered with by the occurrence of a Paid Holiday, employees will be paid on the previous day. The method of payment will be by **cheque** or deposit to the employee's bank account, at the option of the employee except when the Employer shall declare that all employees will be paid by cheque.
- 32:05** Definition of Straight Time Rate of Pay - For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates of this Collective Agreement.
- 32:06** New Classification - In the event a new position within the scope of the Bargaining Unit is established, the Employer shall set an interim rate therefore, and so notify the Union. The parties shall then meet and endeavour to agree upon the rate within a period of thirty (30) days after such notification. Such rate shall be set in an amount which, having regard to job content, bears appropriate relationship to the other rates in the wage schedule. Should the parties be unable to agree upon such ranges within the foregoing thirty (30) day period, the matter may, within a further period of ten (10) days thereafter, be referred by either party to Arbitration for final determination, in accordance with the Arbitration provisions of this Agreement.
- 32:07** Retroactivity - The wage increase shall be effective as and from the date specifically listed on a retroactive basis to all employees in the Bargaining Unit for all paid hours of employment. Any new employees shall be entitled to a pro-rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of

their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have notice from the Hospital in which to claim from the Hospital any adjustment to their remuneration entitlement. The retroactive payments shall be made by separate cheques to the employees **sixty (60)** days from the date of ratification by both parties.

ARTICLE 33 - DURATION OF AGREEMENT

33:01 This Agreement shall remain in effect until and including March 31st, 1995 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

DATED AND EXECUTED AT London, Ontario as of the 1st day of September, 1995.

SIGNED, SEALED AND DELIVERED

THE WOMEN'S CHRISTIAN ASSOCIATION
LONDON (as the owner and
operator of Parkwood Hospital
and McCormick Home)

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












