



SOURCE	Hosp.		
Wages EFF.	91	01	01
TERM.	93	03	31
No. OF EMPLOYEES	85		
NOMBRE YES	85		

COLLECTIVE AGREEMENT

BETWEEN

VICTORIA HOSPITAL CORPORATION
(Hereinafter called the "Employer")

OF THE FIRST PART

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220 (S.E.I.U., A.F. OF L., C.I.O., C.L.C.)
(Hereinafter called "The Union")

OF THE SECOND PART

RNA PART TIME
BARGAINING UNIT

*THIS DOCUMENT IS AN UNOFFICIAL COPY OF
THE COLLECTIVE AGREEMENT ONLY. THE OFFICIAL
COPY OF THE COLLECTIVE AGREEMENT IS THE SIGNED
COPY THAT IS HELD IN FILES OF LOCAL 220 AT ITS
OFFICES AT 228 CLARENCE STREET, LONDON, ONTARIO.

MAY
MAY 17 1994

EXPIRY MARCH 31, 1993

0988301

FOR YOUR INFORMATION

The International Union has a scholarship programme which offers ten four-year scholarships of \$750.00 annually. For details of this programme contact the Union Office.

Local 220 also has a scholarship programme which provides to the winner \$500.00 per year for a period of 3 years. Information on this scholarship can be obtained at the Local 220 Union Office

Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their Union dues payment are up to date.

The Assistance Fund of the Local Union helps members who are off work due to illness. Please make sure illness of 14 days or more duration are reported to the Union Office so that a gift may be sent to the member off work sick.

UNION OFFICE

228 Clarence Street, London, Ontario
Phone: 432-2661 - 432-2662 - 432-2663

John Askia

Union Representative

Paul Middleton

Union Representative

Lin Whittaker

Union Representative

Roy Jacques

Union Representative

Mary Kay Whitney

Union Representative

Ken McLeod

Union Representative

Brenda Rehkopf

Union Representative

Stephanie Crawford

Union Representative

Kirsten Bradley

Organizer

Mike Morin

Research Representative

Stana Edwards

Jan Loveys

Eleanor Munro

Janice Morphy

Sheila Johnston

Leslie Reid

Irene Scully

Renata Tichy

THE SIX IMPORTANT

W's

IN EVERY GRIEVANCE

WHO is involved in the grievance?

WHEN did the grievance occur?

WHERE did the grievance occur?

WHY is this a grievance?

WHAT happened that caused the violation?

WANT - what adjustments are necessary to completely correct the grievance?

GRIEVANCE PROCEDURE

One of the most important functions of the Agreement is to guarantee that every member's grievance will be properly serviced, and our first point of emphasis to you is that you should study the grievance procedure contained in the Agreement and familiarize yourself with the following items:

- (a) Carefully analyze time limits within which action is to be taken.
- (b) Be sure that your grievance goes from Step No. 1 to Step No. 2 and so on within the proper time limits.
- (c) Study the management function's clause in order that you will know what management's rights are.
- (d) Obtain all the necessary information concerning the facts pertaining to the grievance so that you will have them to use when dealing with management.
- (e) When filling in the grievance, be sure to state what settlement you want on the grievance.
- (f) Do you need assistance in handling? If so, get it.
- (g) Should you need assistance phone your Union Representative at 432-2661 - 432-2662 - 432-2663.

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ARTICLE 1 - SCOPE OF AGREEMENT

1.01 The Employer recognizes the Union as the sole collective bargaining agency for all Registered Nursing Assistants employed by Victoria Hospital Corporation in the city of London, regularly employed for not more than twenty four (24) hours per week and students employed during the school vacation period, save and except Supervisors, persons above the rank of Supervisor, professional medical staff, graduate nurses, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, undergraduate dietitians, persons engaged in research work, social workers, technical personnel, chief engineer, assistant chief engineer, resident director, security guards, office and clerical staff and employees in bargaining units for which any trade union held bargaining rights as of February 6, 1989.

1.02 Each Registered Nursing Assistant is required to present to the Director of Employment Services of the Hospital, before February 15th of each year her "Certificate of Competence" for the forthcoming year.

1.03 Employees will be categorized in one of the following categories:

- (a) regular part time employee(s) used throughout this agreement has reference to the .employee in the bargaining unit who has made a written commitment to the Hospital to be available for work the year round, on some predetermined basis as required and

determined by the Employer and in respect of whom there is predetermined scheduling,

- (b) casual part time employee used throughout this agreement has reference to the part time employee who has made a written commitment to the Hospital to be available for work on call as required. The employee has the right to accept or decline the offer of work each time she is called, except that refusal to accept three (3) consecutive offers of work or a total of twelve (12) offers of work in any twelve (12) month period may result in such employee's name being removed from the casual register,
- (c) the term "special category employee means the following employees in the bargaining unit: students employed during the school vacation periods, persons engaged as temporary replacements for periods not exceeding six (6) months and persons engaged to work on special projects for periods of not more than six (6) months.

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 - PROBATIONARY PERIOD

- 3.01 A new employee shall be a probationary employee until she

has worked a total of 337 1/2 hours with the Hospital during a period of twelve (12) calendar months commencing with the last date of hire. The dismissal of a probationary employee shall not be the subject of a grievance. The probationary period may be extended in the case of individual employees by mutual agreement between the Employer and the union.

- 3.02** Notwithstanding anything in this agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Hospital, and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

ARTICLE 4 - RELATIONSHIP

- 4.01** The Employer and the union agree there will be no discrimination, interference, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non membership in the union or activity or lack of activity on behalf of the union.
- 4.02** The union agrees there will be no union activity or meetings, solicitation for membership, or collection of union dues on Hospital premises or during working hours except with the permission of the Hospital or as specifically provided for in this agreement.
- 4.03** The Hospital will supply the Union with a list of all

Supervisory Personnel who may be involved in the administration of this Agreement and will also notify the Union as to any changes from time to time in such list.

4.04 The Union shall keep the Employer notified in writing of the names of the members of the Union committee and Stewards and will keep such list up to date at all times.

4.05 The union committee and the Hospital shall meet at times mutually agreed upon for the purpose of discussing matters of mutual interest providing there is business for their joint consideration. A request for a meeting will be indicated by letter from either party to the other party containing an agenda of the subject it desires to be discussed.

4.06 The Hospital undertakes that it will not enter into any other Agreement with employees in the bargaining unit herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

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 "AGEMENT FUNCTIONS

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

- a) maintain order, discipline and efficiency and to establish and enforce rules and regulations governing the conduct of 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;
- b) hire, discharge, direct, assign, transfer, promote, demote, classify, discipline or retire employees, provided that a claim by a bargaining unit employee of discriminatory promotion, demotion or transfer, or a claim that such an employee who has completed the probationary period, has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- c) 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.

ARTICLE 7 UNION REPRESENTATION

7.01 The Employer acknowledges the right of the union to appoint or otherwise select from amongst employees, a

union committee of three (3) members. The Employer will recognize and meet with members of the union committee in accordance with the grievance procedure and on any matter properly arising under this agreement, and will negotiate and deal with the union committee for the renewal of this agreement with or without modification. Separate meetings will be held for grievances and for negotiations for the renewal of this agreement.

7.02 It is agreed that the Chairperson of the full-time R.N.A. bargaining unit represented by the Union may be a member of the part-time committee in addition to those set out in this clause.

7.03 It is further understood that Union committee members have their regular duties to perform in connection with their employment, and that time off for Union business can only be granted when those duties are not interfered with.

7.04 The Union committee member will first obtain the Supervisor's permission which will not be unreasonably withheld before undertaking Union business which would normally not be conducted after the employee's regular shift. When such Union business has been completed, the employee will advise the Supervisor.

7.05 (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 Union/Management meetings and contract negotiation meetings between the parties up to and including conciliation whether on or off the Hospital premises, for which permission has been granted. Designated Union committee members involved in negotiation meetings will not be expected to report for duty on the day negotiations are held. Casual employees on the negotiating committee shall not be scheduled to work on the day negotiations are held.

(b) Up to two (2) members of the Union committee shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall, for the purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under section 45 of the Labour Relations Act with representatives of the Hospital, whether on or outside the Hospital premises, for which permission has been granted.

(c) For any unpaid time off from regularly scheduled working hours under this provision, the Union committee members' salary and percentage in lieu of fringe benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- 8.02** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate Supervisor the opportunity of adjusting her complaint. If an employee has a complaint, such complaint shall be discussed with her immediate Supervisor within ten (10) calendar 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) calendar days, the employee may proceed with the grievance procedure within ten (10) calendar days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a Union committee member present with her when meeting with the immediate Supervisor to attempt to adjust her complaint.
- 8.03** A grievance of an employee properly arising under this agreement shall be adjusted and settled as follows:

Step Number One

The Employee, with the assistance of a Union committee member, if desired, must submit a written grievance, signed and dated by the employee, to her Department Head or designate. The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the agreement which are alleged to have been violated. The Department Head will deliver her 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 Number Two

Within five (5) calendar days following the decision under step Number One, the employee, with the assistance of the Union committee member, if desired, must submit the written grievance to the Director of Labour Relations (or his designate) who will deliver a decision in writing within five (5) calendar days of his receipt of the 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 Number Three

Within five (5) calendar days following the decision under step number two, the grievance must be submitted to

the Vice President of Human Resources (or his designate) to be discussed at a meeting between the Vice President of Human Resources (or his designate), 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 Vice President of Human Resources (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) calendar days after the reply at step three is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

8.04 Policy Grievance

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 Number Three within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under step number three within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such

employee could himself institute and the regular grievance procedure shall not be thereby bypassed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

8.05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step Number three (3) within ten (10) calendar days of the employee being notified of her discharge. Notwithstanding anything in this agreement, a probationary employee may be discharged at the sole discretion of and for any reasons satisfactory to the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. 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.

8.06 Group Grievance

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve them separately, all such employees shall sign the grievance form and submit the grievance at Step Number Two within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one

grievance subject to applicable provisions under the grievance procedure.

8.07 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

8.08 Where an employee is subject to a suspension or discharge penalty, she shall be entitled upon her request to have a Union committee person present when the disciplinary action is taken, provided that a committee person is readily available to attend. It is the Employer's responsibility to inform the employee of her right to request such representation.

ARTICLE 9 - ARBITRATION

9.01 If the Hospital or the Union requests that a grievance be submitted to arbitration, as hereinbefore 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 affect 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, nor 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.

- 9.07 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provision of section 44(6) of the Labour Relations Act.

ARTICLE 10 - SENIORITY

- 10.01 Fundamentally, rules respecting seniority are designed to give employees who have completed their probationary period an equitable measure of security based upon the actual number of hours worked as a part-time Registered Nursing Assistant, according to the Employer's records, and which shall be credited from the last date of hire.
- 10.02 The Employer agrees to post a list of bargaining unit employees in February and August setting forth the number of hours worked in the bargaining unit. Upon posting of such list, bargaining unit employees shall have thirty (30) days during which to file any complaint against their seniority standing, and if no complaints are filed or if any such complaints are filed and are settled, it is deemed that the list as originally posted or as so amended is so accepted for all purposes.
- 10.03 An employee shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) has been laid off for twenty four (24) months
- (b) resigns
- (c) is discharged and is not re-instated through the grievance and arbitration procedure
- (d) is retired
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason for the absence(s)
- (f) has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through Registered Mail addressed to her last address on the records of the Hospital
- (g) is absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced
- (h) fails to return to work on the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital

ARTICLE 11 - LAYOFF AND RECALL

11.01 In the event of a layoff, regular part-time employees with the least seniority shall be laid off first, providing that employees who remain on the job have the ability to perform the work. Recall shall be in the

reverse order of layoff. The Hospital agrees not to hire any new employees while there are employees on layoff who are willing and able to perform the normal requirements of the job in question.

This clause shall not apply to casual employees.

- 11.01 (b) A regular part-time employee who is subject to layoff, may elect either to accept the layoff or to have her status altered to casual part-time. If she elects casual part-time status, this would not affect her rights to be recalled to a regular part-time position for a period of twenty four (24) months from the date of the layoff in accordance with Article 10.03 (a) above.

ARTICLE 12 - UNION SECURITY

- 12.01 The Hospital 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 on the first pay of each month, and the same shall be remitted by the Hospital to the Secretary

Treasurer of the Union not later than the fifteenth (15th) of the following month

- (d) the Hospital agrees when forwarding Union dues to submit a list indicating the **names**, classifications and changes of addresses 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

12.02 Regular monthly Union dues referred to in this article shall mean the regular monthly Union dues uniformly assessed all members of the Union in accordance with its constitution and bylaws as certified to the Hospital in writing to the Union.

12.03 The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.

12.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital 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 Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

- 12.05 T4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 The hours shall be as scheduled by the Employer but the Employer does not guarantee any hours of work in any week for any employee.
- 13.02 All authorized overtime worked in excess of seven and one half (7 1/2) hours in a day, or in excess of eleven and one quarter (11 1/4) hours in the case of an extended shift, or seventy five (75) hours in a two (2) week pay period, exclusive of meal time, shall be considered as overtime and be paid at the rate of time and one half (1 1/2) the employee's straight time hourly rate of pay.
- 13.03 The Employer will post regular part-time work schedules twenty eight (28) days in advance.
- The Employer will notify the affected regular part time employees of any changes therein resulting from sickness, emergency situations and such other factors, and in any event, the Employer will endeavour to keep such changes to a minimum. The Hospital will endeavour to reschedule those shifts cancelled as a result of such changes.
- 13.04 All employees scheduled to work on a given day are required to inform the Employer at least one (1) hour prior to the starting time of their shift if they are unable to report for their scheduled shift, unless the employee has a good reason for being unable to provide

such notice.

- 13.05 Premium payments under any of the terms of this agreement shall not be duplicated or pyramided for the same hours worked.
- 13.06 Notwithstanding the foregoing, overtime will not be paid for additional hours worked in a twenty four (24) hour period as a result of a changeover to daylight saving from standard time or vice versa.

ARTICLE 14 - REST PERIODS

- 14.01 Employees working a shift of four (4) hours will be allowed a maximum rest period of fifteen (15) minutes without loss of pay at times to be determined by the Employer. Employees working a seven and one half (7 1/2) hour shift will be allowed two (2) rest periods of fifteen (15) minutes each without loss of pay at times to be determined by the Employer. Employees working an eleven and one quarter (11 1/4) hour shift will be allowed three (3) rest periods of fifteen (15) minutes each without loss of pay at times to be determined by the Employer.

ARTICLE 15 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

- 15.01 The Occupational Classifications and Wage Rates are set out in Schedule "A" which is attached hereto and forms part of this agreement. A person who becomes categorized as a regular part time employee following the date of this agreement, shall be assigned the start rate for his

assigned classification and such employee will progress to the next level on the salary scale shown on Schedule "A" upon completion of the applicable number of hours worked as a regular part-time employee from the date she became so categorized.

15.02 It is agreed that a person who is on staff and categorized as a regular part-time employee on the date of this agreement, shall retain her current placement on the salary scale and shall progress to the next level of the salary scale shown on Schedule "A" upon completion of the applicable number of hours worked as a regular part-time employee from February 6, 1989.

15.03 Employees in the bargaining unit who are not categorized as regular part-time employees shall be paid the start rate for their assigned classification as set forth in Schedule "A" and shall not be eligible to progress to any other level on the salary scale shown on Schedule "A".

15.04 Notwithstanding paragraph 15.03, effective the first pay period following January 1, 1991, all casual part time employees will be placed on the same salary grid as used for regular part time employees on the basis of the seniority list calculated as at December 31, 1990.

15.05 A full time employee who transfers to the part time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the full time bargaining unit for the

purpose of progression on the wage scale according to the formula: 1650 hours worked = one year of service.

15.06 The Employer agrees that the wages shall be paid on a regular pay day being every second Friday, but when interfered with by the occurrence of a paid holiday, employees will be paid the previous day.

15.07 Definition of Regular Straight Time Rate of Pay

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

ARTICLE 16 - REPORTING PAY

16.01 A regular part-time employee who reports for work at her scheduled starting time, not having previously notified not to report to work, shall be given employment at any work made available or pay in lieu thereof on the basis of fifty percent (50%) of the normal pay that would have been earned by her as determined by the Employer to a maximum of three and three quarters (3 3/4) hours pay at her regular rate. Effective July 12 1991, the reporting allowance will be a maximum of four (4) hours at her regular rate

This obligation shall not apply to the Employer when such employee has failed to keep the Employer informed of the telephone number or address to be used for notification or where no work is available because of fire, power

failure, or any condition beyond the control of the Employer.

In addition, this obligation shall not apply to the Employer when such employee fails to report for work as scheduled on the shift immediately prior to the shift for which she claims reporting pay and has failed to notify the Employer of her intent to report for work on the shift for which she claims reporting pay.

- 16.02 Any employee who is called in to work as a replacement for an absent employee, after that employee's shift has started, will be paid for the full shift, provided the employee reports within one (1) hour of the start of the absent employee's shift.

ARTICLE 17 - SHIFT PREMIUM/WEEKEND PREMIUM

- 17.01 An employee will be paid a shift premium of forty five (45) cents per hour for each hour worked for shifts beginning between 1400 hours and 0600 hours.
- 17.02 Effective the first full pay period following January 19, 1990, an employee shall be paid a weekend premium of forty five (45) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If the employee is receiving premium pay pursuant to any other provision in the Collective Agreement with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

ARTICLE 18 - HEALTH AND WELFARE

18.01 Effective the first full pay period following ratification, all part time employees covered by the Collective Agreement, shall receive in lieu of all fringe benefits (being those benefits to an employee, paid whole or in part by the Hospital as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, and where applicable, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, maternity Supplemental Unemployment Benefits and Pensions) an amount equal to fourteen (14) percent of her regular straight time hourly rate for all straight time hours paid.

18.02 In lieu of Article 18.01, it is understood and agreed that regular part time employees in receipt of health and welfare benefits and with access to the current sick leave plan and on staff at the time of the signing of this Collective Agreement, will continue to receive such benefits as presently paid as of *the* date of signing. However, upon leaving the category of a regular part time employee, these benefits will cease.

ARTICLE 19 - PAID HOLIDAYS

19.01 The following holidays shall be recognized under this agreement"

New Year's Day

Civic Holiday

3rd Monday in February

Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 19.02** Should the Hospital be required to observe an additional Paid Holiday as a result of Legislation, it is understood that one (1) 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.

ARTICLE 20 - VACATION PAY

- 20.01** Effective April 1, 1989, all part-time employees shall be paid vacation pay based upon the following formula:

Start of employment	-	4% of earnings
After 1,650 hours worked	-	6% of earnings
After 13,200 hours worked	-	8% of earnings
After 24,750 hours worked	-	10% of earnings
After 41,250 hours worked	-	12% of earnings

The Hospital will maintain its current practice concerning the taking of vacation time.

Effective April 1, 1991, all part time employees shall be paid vacation pay based on the following formula:

Start of Employment	-	4% of earnings
After 1,650 hours worked	-	6% of earnings
After 8,250 hours worked	-	8% of earnings

After 24,750 hours worked - 10% of earnings

After 41,250 hours worked - 12% of earnings

- 20.02 A full-time employee who transfers to the part-time bargaining unit shall be given credit for service accumulated in the full-time bargaining unit for the purpose of progression on the vacation pay scale according to the formula established for progression on the vacation pay scale.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 **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 the duration of such absence.

21.02 (a) **Pregnancy Leave**

In accordance with the provisions of the Employment Standards Act, except where amended in this provision, an employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of birth

shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of seventeen (17) weeks immediately preceding the expected birth date.

An employee on leave as set out above who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of

the leave times her normal weekly hours.

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

The employee shall give her Employer four (4) weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which her delivery will occur in his opinion. An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer four (4) weeks' notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Employer may request the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of

her work is materially affected by the pregnancy. The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.

Credits for service and seniority shall accumulate while an employee is on pregnancy leave for up to seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

An employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks' prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

b) Parental Leave

An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

An employee who has taken a pregnancy leave under Article 21.02 (a) is eligible to be granted a

parental leave of up to eighteen (18) weeks duration in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption 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.

Effective July 12, 1991, on confirmation by the unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave as set out above who has applied for and is in receipt of Unemployment Insurance Parental Benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a Supplemental Unemployment Benefit. That benefit will be

equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks'. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

Credits for seniority and service shall accumulate for a period of up to eighteen (18) weeks' while an employee is on Parental Leave on the basis of what

the employee's normal regular hours of work would have been.

An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks' prior to the expiry of the Parental Leave of Absence. Subject to any changes to the employee's status which would have occurred if she had not been on parental leave the employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

21.03 Bereavement Leave

In the event of the death of an employee's parents, step-parent, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, and upon notification to the Hospital an employee shall be granted three (3) consecutive working days off without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of death.

Where an employee does not qualify under the above noted conditions, the Hospital may none the less grant a paid bereavement leave. The Hospital in its discretion, may extend such leave with or without pay.

21.04 Union Leave

Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of fourteen (14) days provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions:

- (a) not more than two (2) employees of the Hospital are absent on any such leave at the same time, and not more than one (1) employee from a unit;
- (b) no one such leave of absence shall extend beyond two (2) weeks;
- (c) a request must be made in writing at least two (2) weeks prior to the commencement of the function for which the leave is requested;
- (d) such request shall state the general nature of the function to be attended
- (e) For any unpaid time off from regularly scheduled working hours, the employee's salary and percentage in lieu of benefits shall be maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of benefits.

21.05 Jury and Witness Duty (when scheduled to work)

If a part-time employee who is scheduled to work 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 a 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 she 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

- (a) 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:
- (b) 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 her employment qualifications.
- (c) Leave of absence without pay, for the purposes of

further education directly related to the employee's employment with the Hospital may be granted on written application by the employee to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.

ARTICLE: 22 - POSTING NOTICES OF VEC

22.01 The Employer shall post all regular part-time vacancies on bulletin boards for a period of five (5) calendar days unless in the President's judgement an emergency exists that does not allow sufficient time for this procedure to be followed.

Employees shall have the right to bid on such regular part-time vacancies and the Employer shall first consider such applications and the decision with regard to them shall be based primarily upon the qualifications, skill, ability and experience for the particular vacancy of the employee concerned. Where these factors are equal, the applicant with the greatest seniority will be given preference provided she is qualified to perform the job.

22.02 **Applications to Full-Time Vacancies**

Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time bargaining unit are considered to be suitable to fill such vacancies, consideration will be given to applications from employees in this bargaining unit to fill such vacancies prior to the consideration of persons

not employed by the Hospital. Where the Hospital fills such vacancies from among applicants in this bargaining unit, the decision with regard to them shall be based primarily upon the qualifications, skill, ability and experience for the particular vacancy of the employee concerned. Where these factors are equal, the applicant with the greatest seniority will be given preference provided she is qualified to perform the job.

22.03 The Hospital will post the names of the successful candidates for posted positions.

22.04 An employee selected as a result of a posted vacancy need not be considered by the Hospital for a further vacancy for a period of up to six (6) months from the date of her appointment to the posted position.

ARTICLE 23 - GENERAL CLAUSE

23.01 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.

23.02 It is the employee's responsibility to provide the Hospital with her current home address and telephone number. If the employee fails to do this, the Hospital will not be responsible for failure to notify the employee for any purposes, including recall.

23.03 Access to Personal File

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

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

23.04 Accident Prevention - Health and Safety Committee

- (a) 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.
- (b) Recognizing its responsibilities under the applicable Legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving Health and safety Programs and recommend actions to be taken to improve conditions related to Safety and Health.
- (d) The Hospital agrees to co-operate reasonably in

providing necessary information to enable the committee to fulfil its functions.

- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative 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 shall be paid their regular hourly rate as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 24 - CONTRACTING OUT

24.01 The Hospital shall not contract out work usually performed by the members of this bargaining unit, if as a result of such contracting out a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who

will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

24.02 The Hospital undertakes to notify the Union in advance, so far as is 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 affect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects if any, upon employees concerned. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable laws.

This clause shall not apply to casual employees.

ARTICLE 25 - UNIFORM ALLOWANCE

Effective April 1, 1991, the Employer will pay an annual allowance for uniforms to all employees in the Bargaining Unit, who are required to wear uniforms while on duty in the amount of thirty dollars (\$30.00) per year. Such allowance will be paid monthly.

**ARTICLE 26 - 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 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 so entitled within sixty (60) days from the date of ratification. All other adjustments shall be effective as set out specifically in this Collective Agreement.

ARTICLE 27 - DURATION

- 27.01** This agreement shall remain in effect until and including March 31, 1993 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.
- 27.02** Notice of intent to amend this agreement shall be given by either party to the other in writing within a period

of ninety (90) days prior to the expiry of the agreement and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new Collective Agreement.

DATED AT LONDON, ONTARIO THIS 15TH DAY OF JAN 1992.

FOR THE HOSPITAL

Diana Johnson
Esther Brown
Betty Fletcher
Clive Pinan
Selma Hijari

FOR THE UNION

Emma Kampa
Wendy Landrey
Dorothy Jankovitch
Ken M. Reed

LETTERS OF INTENT

Letter #1

Notwithstanding Article 11.01, Regular Part-time employees in receipt of Health and Welfare and sick leave credits, and on staff at the time of the signing of this Collective Agreement will be the last to be laid off.

Letter #2

In addition to Article 18.02, Regular Part-time employees in receipt of Health and Welfare benefits who work on a paid holiday as outlined in section 19.01 and who qualify as outlined below will be entitled to pay for paid holidays as outlined in Article 19.01.

In order to qualify for pay on a holiday such 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.

Letter #3

To all employees in the Part-time R.N.A. Bargaining Unit who are on the payroll as of date of ratification will receive \$30.00 uniform allowance.



Victoria Hospital

December 1, 1990

Mr. K. McLeod
Union Representative
London and District Service
Workers' Union
Local 220
228 Clarence Street
London, Ontario
N6B 3L3

Re: Parking Charges

Dear Mr. McLeod:

In accordance with the Arbitration Award of Arthur Kruger, this letter will confirm that the Hospital promises to consult the Union in advance of any changes in parking charges to members of the Full-time or Part-time Bargaining Units. This letter shall be appended to the agreement.

Yours truly,

for Victoria Hospital

C. Clive Girvan
Director
Labour Relations

C.C. Jim Allender
Erma Kampers

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>	<u>START</u>	<u>AFTER 1650 HRS WORKED</u>	<u>AFTER 3300 HRS WORKED</u>
Registered Nursing Assistants	Jan. 1, 1991	14.43 (PE)	14.48 (PE)	13.92 (PE)
	Apr. 1, 1991	15.58	15.64	15.70
	Jan. 1, 1992	(PE)	(PE)	(PE)
	Apr. 1, 1992			
	Jan. 1, 1993	(PE)	(PE)	(PE)